



Amendment No. 2
To
Contract No. NA170000049
For
Citywide Printing Services
Between
PrintMailPro.com
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be December 2, 2019 through December 1, 2020. Two option will remain.
- 2.0 The City hereby exercises a four-and-six-tenths (4.6%) percent price increase for the subject contract. The price increase is displayed in Exhibit C and will take effect on December 2, 2019.
- 3.0 The total contract amount is increased by \$503,907.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/02/2016 – 12/01/2019	\$1,511,721.00	\$1,511,721.00
Amendment No. 1: Administrative Increase 10/02/2018	\$60,000.00	\$1,571,721.00
Amendment No. 2: Option 1 – Extension 12/02/2019 – 12/01/2020 Price Increase of 4.6%. See Exhibit C. 12/02/2019	\$503,907.00	\$2,075,628.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

[Signature] 10/21/19

Printed Name: Spencer Bolter
Authorized Representative

PrintMailPro.com
9011 Tuscany Way, Suite 200
Austin, Texas 78754
(512) 821-9000
sbolter@printmailpro.com

Sign/Date:

[Signature] 11-20-19

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Exhibit C
Amendment No. 2
CityWide Printing Services
NA170000049
PrintMailPro.com

A Black & White Copying (Printing) Paper sizes up to and including 8-1/2" x 11". (2-sided is 2 impressions)						
Item	Description	Old Price 1 -1,000 Impressions	Old Price 1,001 - 100,000 Impressions	Modifier	New Price 1 -1,000 Impressions	New Price 1,001 - 100,000 or more Impressions
1	20# White Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
2	20# Color Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
3	60# White Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
4	60# Color Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
5	60# Opaque White Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
6	24# White Paper	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
7	65# Cover, Available in Multiple Colors	\$0.0120	\$0.0120	1.046	\$0.0126	\$0.0126
8	City Supplied Paper	\$0.0080	\$0.0080	1.046	\$0.0084	\$0.0084
B Color Copying (Printing). Paper sizes up to and including 8-1/2" x 11". (2-sided is 2 impressions)						
Item	Description	Old Price 1 -100 Impressions	Old Price 101 - 10,000 Impressions	Modifier	New Price 1 -100 Impressions	New Price 101 - 10,000 Impressions
9	20# White Paper	\$0.06	\$0.06	1.046	\$0.0628	\$0.0628
10	20# Color Paper	\$0.06	\$0.06	1.046	\$0.0628	\$0.0628
11	60# White Paper	\$0.06	\$0.06	1.046	\$0.0628	\$0.0628
12	60# Color Paper	\$0.06	\$0.06	1.046	\$0.0628	\$0.0628
13	60# Opaque White Paper	\$0.06	\$0.06	1.046	\$0.0628	\$0.0628
14	24# White Paper	\$0.065	\$0.065	1.046	\$0.0680	\$0.0680
15	32# Text Laser White Paper	\$0.065	\$0.065	1.046	\$0.0680	\$0.0680
16	65# Cover, Available in Multiple Colors	\$0.070	\$0.070	1.046	\$0.0732	\$0.0732
17	80# Cover Laser White Paper	\$0.075	\$0.075	1.046	\$0.0785	\$0.0785
18	City Supplied Paper	\$0.045	\$0.045	1.046	\$0.0471	\$0.0471
C Black & White Copying (Printing), Paper sizes larger than 8-1/2" x 11" up to and including 11" x 17". (2-sided is 2 impressions)						
Item	Description	Old Price 1 -1,000 Impressions	Old Price 1,001 - 10,000 Impressions	Modifier	New Price 1 -1,000 Impressions	New Price 1,001 - 100,000 or more Impressions
19	20# White Paper	\$0.018000	\$0.018000	1.046	\$0.0188	\$0.0188
20	20# Color Paper	\$0.020000	\$0.020000	1.046	\$0.0209	\$0.0209
21	60# White Paper	\$0.020000	\$0.020000	1.046	\$0.0209	\$0.0209
22	60# Color Paper	\$0.020000	\$0.020000	1.046	\$0.0209	\$0.0209
23	60# Opaque White Paper	\$0.020000	\$0.020000	1.046	\$0.0209	\$0.0209
24	24# White Paper	\$0.025000	\$0.025000	1.046	\$0.0262	\$0.0262
25	65# Cover, Available in Multiple Colors	\$0.025000	\$0.025000	1.046	\$0.0262	\$0.0262

D	Color Copying (Printing), Paper sizes larger than 8-1/2" x 14". (2-sided is 2 impressions)					
Item	Description	Old Price 1 -100 Impressions	Old Price 101 - 10,000 Impressions	Modifier	New Price 1 -100 Impressions	New Price 101 - 10,000 or more Impressions
26	20# White Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
27	20# Color Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
28	60# White Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
29	60# Color Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
30	60# Opaque White Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
31	24# White Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
32	32# Text Laser White Paper	\$0.100000	\$0.100000	1.046	\$0.104600	\$0.104600
33	65# Cover, Available in Multiple Colors	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
34	80# Cover Laser White Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
E	Color Copying (Printing), Paper sizes larger than 8-1/2" x 14" up to and including 11" x 17". (2-sided is 2 impressions)					
Item	Description	Old Price 1 -100 Impressions	Old Price 101 - 10,000 Impressions	Modifier	New Price 1 -100 Impressions	New Price 101 - 10,000 or more Impressions
35	20# White Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
36	20# Color Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
37	60# White Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
38	60# Color Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
39	60# Opaque White Paper	\$0.120000	\$0.120000	1.046	\$0.125520	\$0.125520
40	24# White Paper	\$0.130000	\$0.130000	1.046	\$0.135980	\$0.135980
41	32# Text Laser White Paper	\$0.130000	\$0.130000	1.046	\$0.135980	\$0.135980
42	65# Cover, Available in Multiple Colors	\$0.140000	\$0.140000	1.046	\$0.146440	\$0.146440
43	80# Cover Laser White Paper	\$0.150000	\$0.150000	1.046	\$0.156900	\$0.156900
F	Binding					
Item	Description	Old Price 1 -100 Books	Old Price 101 - 500 or more Books	Modifier	New Price 1 -100 Books	New Price 101 - 500 or more Books
44	Plastikoil Binding Black, 1/4"	\$1.000000	\$1.000000	1.046	\$1.046000	\$1.046000
45	Plastikoil Binding Black, 1/2"	\$1.000000	\$1.000000	1.046	\$1.046000	\$1.046000
46	Plastikoil Binding Black, 3/4"	\$1.000000	\$1.000000	1.046	\$1.046000	\$1.046000
47	Plastikoil Binding Black, 1"	\$1.250000	\$1.250000	1.046	\$1.307500	\$1.307500
48	Plastikoil Binding Black, 1-1/4"	\$1.250000	\$1.250000	1.046	\$1.307500	\$1.307500
49	Plastikoil Binding Black, 1-1/2"	\$1.250000	\$1.250000	1.046	\$1.307500	\$1.307500
Item	Description	Old Price 1 -100 Books	Old Price 101 - 500 or more Books	Modifier	New Price 1 -100 Books	New Price 101 - 500 or more Books
50	GBC Binding Black, 1/4" to 3/4"	\$0.650	\$0.650	1.046	\$0.680	\$0.680
51	GBC Binding Black, 1" to 1-1/2"	\$0.700	\$0.700	1.046	\$0.732	\$0.732
52	GBC Binding Black, 1" to 1-3/4"	\$1.2500	\$1.2500	1.046	\$1.3075	\$1.3075
53	GBC Binding Black, 2"	\$1.3000	\$1.3000	1.046	\$1.3598	\$1.3598
54	GBC Binding Black, 2-1/4"	\$1.3000	\$1.3000	1.046	\$1.3598	\$1.3598
55	GBC Binding Black, 2-1/2"	\$1.4000	\$1.4000	1.046	\$1.4644	\$1.4644
56	GBC Binding Black, 2-3/4"	\$1.7000	\$1.7000	1.046	\$1.7782	\$1.7782
57	GBC Binding Black, 3"	\$1.7000	\$1.7000	1.046	\$1.7782	\$1.7782

Item	Description	Old Price 1 -100 Books	Old Price 101 - 500 or more Books	Modifier	New Price 1 -100 Books	New Price 101 - 500 or more Books
58	Tape Binding Black, 1/4"	\$0.600000	\$0.600000	1.046	\$0.6276	\$0.6276
59	Tape Binding Black, 1/2"	\$0.600000	\$0.600000	1.046	\$0.6276	\$0.6276
60	Tape Binding Black, 3/4"	\$0.600000	\$0.600000	1.046	\$0.6276	\$0.6276
61	Tape Binding Black, 1"	\$0.650000	\$0.650000	1.046	\$0.6799	\$0.6799
62	Tape Binding Black, 1-1/4"	\$0.650000	\$0.650000	1.046	\$0.6799	\$0.6799
Item	Description	Old Price 1 -100 Books	Old Price 101 - 500 or more Books	Modifier	New Price 1 -100 Books	New Price 101 - 500 or more Books
63	Perfect Binding Black, 1/4" to 3/4"	\$0.650000	\$0.650000	1.046	\$0.6799	\$0.6799
64	Perfect Binding Black, 1" x 1-1/2"	\$0.650000	\$0.650000	1.046	\$0.6799	\$0.6799
65	Perfect Binding Black, 1-3/4" - 2"	\$0.650000	\$0.650000	1.046	\$0.6799	\$0.6799
Item	Description	Old Price 1 -100 Books	Old Price 101 - 500 or more Books	Modifier	New Price 1 -100 Books	New Price 101 - 500 or more Books
66	Booklet Style Binding, 10 sheets	\$0.280000	\$0.280000	1.046	\$0.2929	\$0.2929
67	Booklet Style Binding, 15 sheets	\$0.280000	\$0.280000	1.046	\$0.2929	\$0.2929
68	Booklet Style Binding, 20 sheets	\$0.280000	\$0.280000	1.046	\$0.2929	\$0.2929
69	Booklet Style Binding, 30 sheets	\$0.280000	\$0.280000	1.046	\$0.2929	\$0.2929
G	Other Services					
Item	Description	Old Price 1 -1,000 Impressions	Old Price 1,001 - 10,000 Impressions	Modifier	New Price 1 -1,000 Impressions	New Price 1,001 - 100,000 or more Impressions
70	Collating/Stapling, one oftwo staples (Max 70 originals)	\$0.008500	\$0.008500	1.046	\$0.0089	\$0.0089
71	Drilling, two holes or three holes (1/4" or 5/16")	\$0.008500	\$0.008500	1.046	\$0.0089	\$0.0089
H	Business Cards					
Item	Description	Estimated Annual Qty	Old Unit Price for Box of 250 Cards	Modifier	New Unit Price for Box of 250 Cards	
72	Standard Business Card with two color seal/logo and held for overprinting in black. (80# Cover Recycled Paper)	5,000	\$11.50	1.046	\$12.0290	
73	Standard Business Card with two color seal/logo set in background of card and held for overprinting in black. (80# Cover Recycled Paper)	200	\$11.50	1.046	\$12.0290	
74	One-time set up charge for each additional new card sheet design and/or changes in design of a current card, including setting up new graphics on website for online ordering.	150	\$50.00	1.046	\$52.3000	
75	Extra charge for printing on back of business cards (one color)	200	\$8.50	1.046	\$8.8910	
I	Forms					
Item	Description	Estimated Annual Qty	Old Unit Price for Box of 250 Forms	Modifier	New Unit Price for Box of 250 Forms	
76	8-1/2" x 11" 20 LB Paper (Yellow & White), NCR Paper, 3 pages, 3 images, blank ink.	2,500	\$38.50	1.046	\$40.27	
77	8-1/2" x 5: 20 LB Paper (White, Yellow, Pink), NCR Paper, 3 pages, 3 images, black ink	300	\$20.00	1.046	\$20.92	

78	6" x 4-1/4" 20 LB Paper (White, Yellow, Pink), NCR Paper, No images, booklet, manila bound, with cardboard insert. No numbering.	500	\$30.00	1.046	\$31.38
79	11" x 17" 24 LB Paper (White), 3 pages, 6 images, double sided, front/back fold perforation, black ink, tri fold style	2,500	\$105.00	1.046	\$109.83
J	Envelopes				
Item	Description	Estimated Annual Qty	Old Unit Price per Box of 500	Modifier	New Unit Price per Box of 500
80	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/black ink. Includes return address and department logo imprint in black ink (box of 500).	500	\$15.00	1.046	\$15.69
81	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/black ink. Includes return address and department logo imprint in black ink (box of 500).	500	\$20.00	1.046	\$20.92
82	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/black ink. Includes return address and department logo imprint up to 2 colors (box of 500).	500	\$15.00	1.046	\$15.69
83	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/black ink. Includes return address and department logo imprint up to 2 colors (box of 500).	500	\$20.00	1.046	\$20.92
84	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed. Includes return address and department logo imprint up to 4 colors (box of 500).	500	\$15.00	1.046	\$15.69
85	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed. Includes return address and department logo imprint up to 4 colors (box of 500).	500	\$20.00	1.046	\$20.92
K	File Processing/Set Up Charges				
Item	Description	Old Unit Price		Modifier	New Unit Price
86	Black & White Copying (Printing) Set-Up Charge	\$25.00		1.046	\$26.15
87	Color Copying (Printing) Set-Up Charge	\$30.00		1.046	\$31.38
88	Design Services, per Hour	\$50.00		1.046	\$52.30
89	Rush Order Fulfillment Charge (per 4.3.2 Specification)	25%		1.046	25%

L	For informational purposes only: The City may wish to purchase additional items or services from the successful Offeror(s) in the future that are not listed on this Bid Sheet. Use the lines below to submit the percentage discount off catalog of items/services. A discount of "0" (zero) or no response (space left blank) will be interpreted by the City that the Offeror does not intend Offer the City a discount and will charge theCity full retail for items ordered from that line item. If an Offeror does not intend to offer the City any informational items "no bid" should be written in the line item bid.		
Item	Description	Minimum Percentage Discount	
90	Custom Forms: (Because of the variance of possible forms, colors, and specifications, a minimum discount should be indicated. Example: A discount of 20% can be provided for color forms, and a 5% discount can be provided for duplicate one color forms. A minimum of 5% should be indicated on the Custom Form Minimum Percentage Discount line item.)	5%	

	List recycled paper to be used on this contract and current cost per CTW.			
Item	Name & Manufacturer	Old CTW Price	Modifier	New CTW Price
1	20lb White Earthchoice	\$78.00	1.046	\$81.59
2	20lb Colored Springhill	\$125.45	1.046	\$131.22
3	60lb Offset Earthchoice	\$107.90	1.046	\$112.86
4	24lb Earthchoice	\$78.00	1.046	\$81.59
5	24lb Cougar	\$153.09	1.046	\$160.13
6	65lb Pro Silk Cover	\$64.00	1.046	\$66.94
7	80# Pro Silk Cover	\$64.00	1.046	\$66.94



Amendment No. 1
to
Contract No. NA170000049
for
Citywide Printing Services
between
PrintMailPro.com
and the
City of Austin

- 1.0 The City hereby exercises an administrative increase to add \$60,000 to the above-referenced contract, for a total revised contract amount of \$1,571,721.00.
- 2.0 The total contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term 12/02/2016 – 12/01/2019	\$1,511,721.00	\$1,511,721.00
Amendment No. 1 : Administrative Increase 10/02/18	\$60,000.00	\$1,571,721.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

10/3/18

Printed Name: Spencer Boller
Authorized Representative

PrintMailPro.com
9011 Tuscany Way, Suite 200
AUSTIN, TX 7875

Signature & Date:

10/3/18

Claudia Rodriguez
Procurement Specialist IV

City of Austin - Purchasing Office
124 West 8th Street
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
PrintMailPro.com ("Contractor")
for
Citywide Printing Services
MA#7400-NA170000049**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between PrintMailPro.com having offices at Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB CRR0208.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), CRR0208 including all documents incorporated by reference

1.1.3 PrintMailPro.com Offer, dated September 14, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,511,721 for the initial Contract term and \$503,907 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

- 1.6.1 The Contractor shall provide a 5% discount on all custom form orders.
- 1.6.2 The Contractor shall use Energy-Star certified equipment for printing services related to this contract.
- 1.6.3 The Contractor will provide discounted services for the items listed under section M and N of the attached bid sheet.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

PRINTMAILPRO.COM

Keith Daboub

Printed Name of Authorized Person

Keith Daboub

Signature

CEO

Title:

12/02/2016

Date:

CITY OF AUSTIN

~~Danielle Lord~~ *Matthew Dwee*

Printed Name of Authorized Person

[Signature]

Signature

Buyer Sales Supervisor
Corporate Purchasing Manager

Title:

12-5-16

Date:

Exhibit A: Section 0600-Bid Sheet

Exhibit B: Business Continuity and Disaster Recovery Plan

CITYWIDE PRINTING SERVICES
Bid Sheet (Section 0600)
IFB CRR0208

Solicitation No. IFB CRR0208

Buyer Name: Claudia Rodriquez

Special Instructions: The City reserves the right to award to multiple Offerors, and may award the contract for any item, category, group of items, or any combination deemed most advantageous to the City. It is not necessary for an Offeror to bid on all lines or categories. Offerors may choose to bid on one or more line items or categories.

A bid of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of "no bid" or no response (space left blank) will be interpreted by the City that the responder does not wish to bid on that item. Be advised, a "no bid" may be considered as non-responsive and may result in disqualification of the bid.

The quantities noted below are estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical or anticipated usage. Actual purchases may be more or less. The prices indicated shall be all inclusive; and include all shipping/delivery charges, fees, travel, and other expenses related to the item bid. **Delivery shall be FOB destination for all items and categories.**

Specific usage or estimated usage is not available; however, the City has historical spent the following amounts on average per year:

Flat sheet Printing = \$225,000

Business Cards = \$30,000

Forms = \$75,000

Altering this Bid Sheet may result in the disqualification of the Offeror's bid.

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

IFB CRR0208

A. Black & White Copying (Printing), Paper sizes up to and including 8-1/2" x 11". (2-sided is 2 impressions)			
		column #1	column #2
Item#	Description	1 - 1,000 Impressions	1,001 - 100,000 or more Impressions
1	20# White Paper	\$ 0.0120	\$ 0.0120
2	20# Color Paper	\$ 0.0120	\$ 0.0120
3	60# White Paper	\$ 0.0120	\$ 0.0120
4	60# Color Paper	\$ 0.0120	\$ 0.0120
5	60# Opaque White Paper	\$ 0.0120	\$ 0.0120
6	24# White Paper	\$ 0.0140	\$ 0.0140
7	65# Cover, available in multiple colors	\$ 0.0200	\$ 0.0200
8	City supplied paper	\$ 0.0080	\$ 0.0080
B. Color Copying (Printing), Paper sizes up to and including 8-1/2" x 11". (2-sided is 2 impressions)			
		column #1	column #2
Item#	Description	1 - 100 Impressions	101 - 10,000 Impressions
9	20# White Paper	\$ 0.06	\$ 0.06
10	20# Color Paper	\$ 0.06	\$ 0.06
11	60# White Paper	\$ 0.06	\$ 0.06
12	60# Color Paper	\$ 0.06	\$ 0.06
13	60# Opaque White Paper	\$ 0.06	\$ 0.06
14	24# White Paper	\$ 0.065	\$ 0.065
15	32# Text Laser White Paper	\$ 0.065	\$ 0.065
16	65# Cover, available in multiple colors	\$ 0.070	\$ 0.070
17	80# Cover Laser White Paper	\$ 0.075	\$ 0.075
18	City supplied paper	\$ 0.045	\$ 0.045
C. Black & White Copying (Printing), Paper sizes larger than 8-1/2" x 11" up to and including 11" x 17". (2-sided is 2 impressions)			
		column #1	column #2
Item#	Description	1 - 1,000 Impressions	1,001 - 100,000 or more Impressions
19	20# White Paper	\$ 0.018000	\$ 0.018000
20	20# Color Paper	\$ 0.020000	\$ 0.020000
21	60# White Paper	\$ 0.020000	\$ 0.020000
22	60# Color Paper	\$ 0.020000	\$ 0.020000
23	60# Opaque White Paper	\$ 0.020000	\$ 0.020000
24	24# White Paper	\$ 0.025000	\$ 0.025000
25	65# Cover, available in multiple colors	\$ 0.025000	\$ 0.025000

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

IFB CRR0208

D. Color Copying (Printing), Paper sizes larger than 8-1/2" x 11" up to and including 8-1/2" x 14". (2-sided is 2 impressions)			
		column #1	column #2
Item#	Description	1 - 100 Impressions	101 - 10,000 or more Impressions
26	20# White Paper	\$ 0.100000	\$ 0.100000
27	20# Color Paper	\$ 0.100000	\$ 0.100000
28	60# White Paper	\$ 0.100000	\$ 0.100000
29	60# Color Paper	\$ 0.100000	\$ 0.100000
30	60# Opaque White Paper	\$ 0.100000	\$ 0.100000
31	24# White Paper	\$ 0.110000	\$ 0.110000
32	32# Text Laser White Paper	\$ 0.110000	\$ 0.110000
33	65# Cover, available in multiple colors	\$ 0.120000	\$ 0.120000
34	80# Cover Laser White Paper	\$ 0.120000	\$ 0.120000
E. Color Copying (Printing), Paper sizes larger than 8-1/2" x 14" up to and including 11" x 17". (2-sided is 2 impressions)			
		column #1	column #2
Item#	Description	1 - 100 Impressions	101 - 10,000 or more Impressions
35	20# White Paper	\$ 0.120000	\$ 0.120000
36	20# Color Paper	\$ 0.120000	\$ 0.120000
37	60# White Paper	\$ 0.120000	\$ 0.120000
38	60# Color Paper	\$ 0.120000	\$ 0.120000
39	60# Opaque White Paper	\$ 0.120000	\$ 0.120000
40	24# White Paper	\$ 0.130000	\$ 0.130000
41	32# Text Laser White Paper	\$ 0.130000	\$ 0.130000
42	65# Cover, available in multiple colors	\$ 0.140000	\$ 0.140000
43	80# Cover Laser White Paper	\$ 0.150000	\$ 0.150000
F. Binding			
Item#	Description	1 - 100 Books	101 - 500 or more Books
44	Plastikoil Binding Black, 1/4"	\$ 1.000000	\$ 1.000000
45	Plastikoil Binding Black, 1/2"	\$ 1.000000	\$ 1.000000
46	Plastikoil Binding Black, 3/4"	\$ 1.000000	\$ 1.000000
47	Plastikoil Binding Black, 1"	\$ 1.250000	\$ 1.250000
48	Plastikoil Binding Black, 1-1/4"	\$ 1.250000	\$ 1.250000
49	Plastikoil Binding Black, 1-1/2"	\$ 1.250000	\$ 1.250000
Item#	Description	1 - 100 Books	101 - 500 or more Books
50	GBC Binding Black, 1/4" to 3/4"	\$ 0.650	\$ 0.650
51	GBC Binding Black, 1" to 1 1/2"	\$ 0.700	\$ 0.700

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

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52	GBC Binding Black, 1-3/4"	\$ 1.250	\$ 1.250
53	GBC Binding Black, 2"	\$ 1.300	\$ 1.300
54	GBC Binding Black, 2-1/4"	\$ 1.300	\$ 1.300
55	GBC Binding Black, 2-1/2"	\$ 1.400	\$ 1.400
56	GBC Binding Black, 2-3/4"	\$ 1.700	\$ 1.700
57	GBC Binding Black, 3"	\$ 1.700	\$ 1.700

Item#	Description	1 - 100 Books	101 - 500 or more Books
58	Tape Binding Black, 1/4"	\$ 0.600000	\$ 0.600000
59	Tape Binding Black, 1/2"	\$ 0.600000	\$ 0.600000
60	Tape Binding Black, 3/4"	\$ 0.600000	\$ 0.600000
61	Tape Binding Black, 1"	\$ 0.650000	\$ 0.650000
62	Tape Binding Black, 1-1/4"	\$ 0.650000	\$ 0.650000

Item#	Description	1 - 100 Books	101 - 500 or more Books
63	Perfect Binding Black, 1/4" to 3/4"	\$ 0.650000	\$ 0.650000
64	Perfect Binding Black, 1" to 1 1/2"	\$ 0.650000	\$ 0.650000
65	Perfect Binding Black, 1-3/4" to 2"	\$ 0.650000	\$ 0.650000

Item#	Description	1 - 100 Books	101 - 500 or more Books
66	Booklet Style Binding, 10 sheets	\$ 0.2800	\$ 0.2800
67	Booklet Style Binding, 15 sheets	\$ 0.2800	\$ 0.2800
68	Booklet Style Binding, 20 sheets	\$ 0.2800	\$ 0.2800
69	Booklet Style Binding, 30 sheets	\$ 0.2800	\$ 0.2800

G. Other Services

Item#	Description	1 - 1,000 Impressions	1,001 - 100,000 or more Impressions
70	Collating/Stapling, one or two staples (Max 70 originals)	\$ 0.008500	\$ 0.008500
71	Drilling, two holes or three holes (1/4" or 5/16")	\$ 0.008500	\$ 0.008500

H. Business Cards

Item#	Description	Estimated Annual Qty	Unit Price for Box of 250 cards
72	Standard Business Card with two color seal/logo and held for overprinting in black.(80# Cover Recycled Paper)	5,000	\$ 11.50
73	Standard Business Card with two color seal/logo set in background of card and held for overprinting in black.(80# Cover Recycled Paper)	200	\$ 11.50
74	One-time set up charge for each additional new card shell design and/or changes in design of a current card, including setting up new graphics on website for online ordering	150	\$ 50.00
75	Extra charge for printing on back of business cards (one color)	200	\$ 8.50

I. Forms

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

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Item#	Description	Estimated Annual Qty	Unit Price per 250 forms
76	8-1/2" x 11" 20 LB Paper (Yellow & White), NCR Paper, 3 pages, 3 images, black ink,	2,500	\$ 38.50
77	8-1/2" x 5" 20 LB Paper (White, Yellow, Pink), NCR Paper, 3 pages, 3 images, black ink,	300	\$ 20.00
78	6" x 4-1/4" 20 LB Paper (White, Yellow, Pink), NCR Paper, No images, booklet, manila bound, with cardboard insert. No numbering	500	\$ 30.00
79	11" x 17" 24 LB Paper (White), 3 pages, 6 images, double sided, front/back fold perforation, black ink, tri fold style	2,500	\$ 105.00

J. Envelopes

Item#	Description	Estimated Annual Qty	Price per box of 500
80	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/ black ink. Includes return address and department logo imprint in black ink (box of 500)	500	\$ 15.00
81	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/ black ink. Includes return address and department logo imprint in black ink (box of 500)	500	\$ 20.00
82	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/ black ink. Includes return address and department logo imprint up to 2 colors (box of 500)	500	\$ 15.00
83	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed, w/ black ink. Includes return address and department logo imprint up to 2 colors (box of 500)	500	\$ 20.00
84	Standard envelope (no window). Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed. Includes return address and department logo imprint up to 4 colors (box of 500)	500	\$ 15.00
85	Standard envelope with window. Flat size, Standard #10, Laser printer or inkjet compatible, closure: gummed. Includes return address and department logo imprint up to 4 colors (box of 500)	500	\$ 20.00

K. File processing/Set up Charges

Item#	Description	Unit Price
86	Black & White Copying (Printing) Set-up Charge	\$ 25.00
87	Color Copying (Printing) Set-up Charge	\$ 30.00
88	Design Services, per hour	\$ 50.00
89	Rush Order Fulfillment Charge (per 4.2.3 specification)	25%

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

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L.	For informational purposes only: The City may wish to purchase additional items or services from the successful Offeror(s) in the future that are not listed on this Bid Sheet. Use the lines below to submit the percentage discount off catalog of items/services. A discount of "0" (zero) or no response (space left blank) will be interpreted by the City that the Offeror does not intend Offer the City a discount and will charge the City full retail for items ordered from that line item. If an Offeror does not intend to offer the City any informational items "no bid" should be written in the line item field.	
		Minimum Percentage Discount
	Custom Forms: (Because of the variance of possible forms, colors, and specifications, a minimum discount should be indicated. Example: A discount of 20% can be provided for 1 color forms, a 10% discount can be provided for 2 color forms, and a 5% discount can be provided for duplicate one color forms. A minimum of 5% should be indicated on the Custom Form Minimum Percentage Discount line item.)	____ 5 ____%
A manufacturer's listing or catalog with the indicated discount to the City may be utilized and attached to this Bid Sheet in lieu of completing the lines below.		
	Description of items or Services: See Columns M & N at the end of this section	_____%
	Description of items or Services:	_____%

OFFEROR'S BEST DELIVERY IS 1 CALENDAR DAYS AFTER RECEIPT OF ORDER

DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

DELIVERY METHOD: COMPANY COURIER WITH PRINTMAILPRO.COM UNIFORMED DRIVERS

List recycled paper to be used on this contract and current cost per cwt.

	Name & Manufacturer	CTW
1	20lb White Earthchoice	\$78.00
2	20lb Colored Springhill	\$125.45
3	60lb Offset Earthchoice	\$107.90
4	24lb Earthchoice	\$78.00
5	28lb Cougar	\$153.09
6	65lb Pro Silk Cover	\$64.00
7	80# Pro Silk Cover	\$64.00
8		

List ENERGY STAR-certified printing equipment (for all types of equipment where ENERGY STAR-certified products are available) to be used on this contract:

	Name & Manufacturer
1	Konica Minolta Energy Star Comliant Printers
2	Fiery Print Server Energy Star Compliant
3	
4	

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

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5

6

7

8

Provide information about the use of vegetable-based, soy-based, and/or low-VOC ink to be used in any printing services on this contract:

We utilize Enhanced Simitri® HDE toner with biomass plant-based material as well as Konica Minolta's toner and waster bottle recycling programs to help reduce the environmental impact of plastic waste.

Provide information about sustainable packaging to be used in this contract. Sustainable packaging shall minimize or eliminate the use of disposable containers and/or incorporates recycled content. For example, where appropriate, vendor packaging using reusable crates or reusable pallets is preferred over boxed packaging. For corrugated cardboard packaging (also known as containerboard packaging), the City of Austin encourages vendors to use versions that contain a minimum of 25% by weight of post-consumer materials.

Throughout our warehouse and offices, you will find recycling bins. Any waste paper and cardboard we produce goes right back in to the system to be used again.

CITYWIDE PRINTING SERVICES

Bid Sheet (Section 0600)

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M. Discounted Services			
		column #1	column #2
Item#	Description	1-1,000 Sheets	>1,000 Sheets
90	Cutting, per sheet	\$ 0.004000	\$ 0.003000
91	Folding, 1, 2, or 3 per sheet	\$ 0.015300	\$ 0.013000
92	Scoring or Perforation per sheet	\$ 0.016000	\$ 0.013000
93	Laminating, paper size up to and including 3"x5", 3 mil	\$ 0.880000	\$ 0.750000
94	Laminating, paper size up to and including 3"x5", 5 mil	\$ 1.100000	\$ 0.880000
95	Laminating, paper size up to and including 3"x5", 10 mil	\$ 1.330000	\$ 1.050000
96	Laminating, paper size larger than 3"x5" up to 11"x17", 3 mil	\$ 1.100000	\$ 0.880000
97	Laminating, paper size larger than 3"x5" up to 11"x17", 5 mil	\$ 1.330000	\$ 1.050000
98	Laminating, paper size larger than 3"x5" up to 11"x17", 10 mil	\$ 1.500000	\$ 1.050000

N. DISCOUNTED SERVICES (CONT.)			
		column #1	column #2
Item#	Description	1-20,000	20,001-40,000
99	CASS Certify	\$ 0.010	\$ 0.005
100	Inkjet Addressing	\$ 0.020	\$ 0.015
101	Sorting	\$ 0.002	\$ 0.002

Item#	Description	40,001-60,000	60,001-100,000+
102	CASS Certify	\$ 0.005	\$ 0.005
103	Inkjet Addressing	\$ 0.013	\$ 0.009
104	Sorting	\$ 0.002	\$ 0.002



Business Continuity and Disaster Recovery Plan

PrintMailPro.com's Business Recovery plan outlines strategies to fulfill all the requirements of the purchase order in the event of fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure or other disruption of business.

This plan involves the utilization of our independent office NDSI Direct Solutions in Dallas, Texas. It contains a fully redundant business continuity solution with enough capacity to complete the requirements of this RFP if the Austin site becomes inoperable.

Outline

1.1 Contact Information

1.2 Emergency Plan

1.3 Applications & Infrastructure

1.1

Contact Information

Primary Operating Facility

If this location is not accessible we will operate from location below:

PrintMailPro.com

PrintMailPro.com DBA NDSI Direct Solutions

Business Name

Business Name

2500 McHale Court

2621 Lone Star Drive

Address

Address

Austin, TX 78758

Dallas, Texas 75212

City, State, Zip Code

City, State, Zip Code

512-821-9000

214-631-1800

Telephone Number

Telephone Number

The following person is our primary crisis manager and will serve as the company spokesperson in an emergency:

If the primary emergency contact is unable to manage the crisis, the person below will succeed in management:

Daniel Thompson

Eric Governale

Primary Emergency Contact

Secondary Emergency Contact

512-821-9000 x21

512-821-9000 x15

Telephone Number

Telephone Number

512-653-5692

512-586-5888

Alternative Number

Alternative Number

dthompson@printmailpro.com

egovernale@printmailpro.com

E-mail

E-mail

1.2

Emergency Plan

Phase A – Assessment and Notification

1. Assessment and Determination – An assessment team composed of the President, IT Manager, Project Manager and essential personnel will assess the degree of business interruption. The assessment team will define the interruption as follows:
 - Level One – Temporary (less than 24 hours) disruption of hardware, software and or staff.
 - Level Two – Long term (24-72 hours) disruption of hardware, software, and or staff.
 - Level Three – Complete disruption and temporary closure of Austin facility.
2. Notification – In the event of a Level Two or Level Three disruption, our clients will be given a preliminary assessment of damage to their materials, our intended course of action, and how we will handle their mail during the interruption.
3. Notification of Vendor Partners – In the event of a Level Two or Level Three disruption, the following vendors will be notified:

Vendors	Solutions
NPI, Inc.	Presort Equipment
Bowe Bell & Howell	Fulfillment Equipment
Neopost	Postage Equipment
Konica Minolta	Printing Equipment
Heidelberg USA	Printing Equipment
FedEx	Domestic Package Delivery
O.K. Paper	Paper
Cenveo	Envelope
PS Business Parks	Building Management
City of Austin Utilities	Utilities
Time Warner Business Solutions	Internet
AT&T	Telephone and Data Redundancy

4. Notification of Affected Employees –
 - Level One – Employees whose work is affected by the disruption will be notified and our corrective action will be communicated.

- Level Two – Management will notify all employees of the general business interruption. Our corrective action will be communicated at this time.
 - Level Three – Management will notify all employees of the general business interruption. Most employees will not be involved in business restoration and will be instructed to stay away from the building until otherwise notified.
5. Assembly of Recovery Team – In the event of a Level Two or Level Three disruption, the following employees will form a recovery team tasked with the role of restoring normal operations as soon as possible.

Team Member	Position
Keith Daboub	Recovery Lead
Daniel Thompson	Project Manager
Israel Solorzano	Hardware Recovery Manager
Eric Governale	Software Recovery Manager
Spenser Boller	Vendor Liaison
Brittany Schernik	Human Resource Organizer
Christine Dollins	Customer Relations
Anna Limon	Material Manager
Benny Guerra	Transportation Manager

Phase B – Restoration, Salvage, and Redirection

1. Restoration and Salvage – the recovery team will begin the process of salvaging equipment, mail, and or letter-shop materials.
 - *The Hardware Recovery Manager* will assess damage to the letter-shop and sorting equipment, clean up the equipment, and test it
 - *The Software Manager* will assess damage to the data storage and software processing utilities and test them.
 - The *Vendor Liaison* will contact vendors and suppliers to arrange for parts and service to restore the equipment to operation.
 - *The Project Manager* will recover salvageable presort and letter-shop mail and transport to our continuity site in Dallas. Finished mail too damaged for salvage will be recreated or returned to our clients.
 - *The Material Manager* will separate salvageable materials from those damaged beyond salvage, and take an inventory of both classes of materials.

- *The Customer Relations Manager* will notify clients of material status.
2. Redirection – the continuity team will redirect our workflow by activating our redundancy plan in Dallas.
 - *The Software Manager* will point our Job Tracking System to the Dallas office.
 - *The Transportation Manager* will organize the transportation of work orders, materials, and supplies to the Dallas office.
 - *The Project Manager* will relocate to the Dallas office as a base of operation during the continuity phase.

Phase C – Restoration of Site

1. The *Hardware Recovery Manager* will initiate equipment repair using our onsite technical staff.
2. Equipment under service will be repaired through our service contracts.

Until equipment is restored to usefulness...

3. Continue with the Dallas continuity site – the Dallas continuity site will continue to provide FTP data, printing, fulfillment, metering and presort mailing services.

When equipment is restored...

1. Establish permanent production site for all service operations.
2. Test all data, printing, fulfillment, metering and presort equipment as they become available.
3. Notify customers of our intention to cease continuity operations at our Dallas facility.
4. Resume normal business operations.

1.3

Applications & Infrastructure

Our business continuity and disaster recovery plan relies on the principles of repetition and independence. Our primary facility in Austin, Texas is replicated by our secondary facility in Dallas, Texas in all critical phases of business. This ensures that in the extreme case of a complete closure of our primary facility, our secondary facility will respond immediately with more than enough capacity. Its independent location, more than 150 miles from our primary site, ensures that any natural or manmade disasters occurring within the city of Austin, will not affect its operation.

	Austin Facility	Dallas Facility
Inserting Equipment		
High Speed Automated Inserters w/batch counters	11	8
High Speed Intelligent Inserters w/batch counters	3	3
Folding Equipment		
High Speed Industrial Folders w/Digital Counters	5	7
Printing Equipment		
Black and White	6	4
Color	4	4
Postage Metering Equipment		
Desktop	3	2
Inserters	4	7
High-Speed Presort Equipment	1	1
Onsite Data Backup Center	✓	✓
Duplicated Presort Software	✓	✓
Duplicated Accounting Software	✓	✓
Facility's Environmentally Controlled Space	50,000 sf.	40,000 sf.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: PrintMailPro.com

Company Address: 2500 McHale Ct, Suite 100

City, State, Zip: Austin, TX 78758

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Keith Daboub

Title: CEO

Signature of Officer or Authorized Representative: 

Date: 9-14-16

Email Address: kdaboub@printmailpro.com

Phone Number: 512-821-9000

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:
 - a. requested by a director or an authorized City employee; or
 - b. the contract is completed or terminated.
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

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- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

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29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
 - B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.
31. **INDEMNITY:**
- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
 - B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**
32. **INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).
- A. **General Requirements.**
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

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- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

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33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

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38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been

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substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

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https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.**
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.**
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".**

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office in writing to ClaudiaR.Rodriguez@austintexas.gov by Thursday, September 8, 2016.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.

- (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).

- (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:

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- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$ 100,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. DELIVERY REQUIREMENTS:

Location:

Days:

See Purchase Order

- A. Delivery is to be made within 3 calendar days (for printing jobs) and 5 calendar days for business cards after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	See Purchase Order
Attn:	
Address	
City, State Zip Code	

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

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8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. SAMPLES – REPRESENTATIVE:

- A. The Offeror shall submit a representative sample of the goods to be provided per 0600 –Bid Sheet line items 72, 76, 78, 79, 80, 82, 84 and a print job including 24# white paper, in full color, bound, 10 pages. These samples shall be provided within 5 working days after request by the City. At a minimum, the representative sample shall reflect the following:

Print quality, color quality, paper quality, sustainable inks, and overall quality

- B. Send samples to the City at the following address:

City of Austin	
Department	Purchasing Office
Address	124 W. 8 th St. 3 rd FL
City, State Zip Code	Austin, TX 78701
Attn:	Samples for CRR0208-Claudia Rodriquez

- C. The Offeror must also submit with the sample a statement from the manufacturer that guarantees the goods will be manufactured in accordance with the City specifications and that delivery requirements will be met. Failure to do so may subject the Offer to disqualification from consideration for award.
- D. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- E. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

Samples will be evaluated or tested as follows: Visual inspection of quality of paper, ink, and design.

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10. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

11. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

12. PUBLISHED PRICE LISTS:

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

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13. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

14. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed 8 percent (8%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
 - i. The following definitions apply:
 - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

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- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index	
Series ID: PCU323---323---	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Printing and related support activities	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
15. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
16. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to

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execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

17. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

To be provided to awarded contractor.

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK (SECTION 0500)
CITYWIDE PRINTING SERVICES
SOLICITATION NO.: IFB CRR0208
REVISION #1**

1. Purpose

The City of Austin (City) seeks to establish a contract with one or more Contractors for a variety of printing services that include but not limited to: flat-sheet black/white and color printing, business cards, and envelopes. The contract shall also include other printing related services such as binding, laminating, print-mail services, etc.

The contract will be utilized by all City departments; the City may add or remove services as needed throughout the term of this contract. Any services that have been omitted from this specification which are clearly necessary or in conformance with the services identified herein, shall be considered a requirement although not directly specified or called for in this scope of work.

2. Background

The City currently has multiple contracts for various printing related services. In an effort to reduce administrative costs, acquire better pricing and incorporate more sustainable printing practices, the City has chosen to consolidate its printing needs here.

3. Contractor Qualifications

3.1 Required Qualifications:

Contractor Shall:

- 3.1.1 Have a minimum of three (3) years' of continuous experience performing printing services in similar scope and size prior to this solicitation.
- ~~3.1.2 Have and operate a full-time, permanent business address located within the Austin city limits with the ability to be reached by email and telephone.~~
- 3.1.2 Have and operate a full-time, permanent business address located within 30 miles of the State of Texas Capitol, with the ability to be reached by email and telephone.
- 3.1.3 Have the ability to utilize 100% post-consumer content for all printing requests under this contract. The paper utilized on this contract shall be chlorine and acid free and Forestry Stewardship Council (FSC) certified, if available. If the content is not available in 100% post-consumer or FSC certified, the department shall provide written approval to use less desirable content.

3.2 Preferred Qualifications (non-required):

Contractor Shall:

- 3.2.1 Use and provide information about the ENERGY STAR-certified printing equipment for all types of equipment where ENERGY STAR-certified products are available. Additionally, contractors shall use ENERGY STAR settings as the default for all ENERGY STAR equipment.
- 3.2.2 Use and provide information about the use of vegetable-based, soy-based, and/or low-VOC ink used in any printing services.
- 3.2.3 Utilize and provide information about the use of packaging that minimizes or eliminates the use of disposable containers and/or incorporates recycled content. For example, where appropriate, vendor packaging using reusable crates or reusable pallets is preferred over boxed packaging. For corrugated cardboard packaging (also known as containerboard packaging), the City of Austin encourages vendors to use versions that contain a minimum of 25% by weight of post-consumer materials.

**CITY OF AUSTIN
SCOPE OF WORK (SECTION 0500)
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4. Contractor Responsibilities

4.1 Online Ordering System

- 4.1.1 The Contractor shall provide and maintain an online order system to be utilized by the City in order to place printing orders. The ordering system shall be user friendly, easy to navigate, and shall include the following:
- 4.1.1.1 Requesting department information
 - 4.1.1.2 Delivery information
 - 4.1.1.3 Payment information including the capacity to make payments with credit cards, specifically with the capability to accept MasterCard
 - 4.1.1.4 No fees, surcharges, or taxes shall be applied no City credit card payments
 - 4.1.1.5 Ability to upload documents to print
 - 4.1.1.6 Calculated total cost of each project
 - 4.1.1.7 A PDF file or similar file of the final product online for proofing/approving by the requesting department. The final proof shall be approved by the department before the Contractor begins work on the project.
- 4.1.2 The Contractor shall provide City staff with the authority to modify existing users, add new users, remove users, add locations, and remove locations to the online ordering system as requested.
- 4.1.3 The Contractor shall provide an initial training for the online order system, and provide ongoing training for new users as requested by the City; such training can be web based training in lieu of in person instructional training. The City anticipates ongoing training to happen quarterly.
- 4.1.4 The Contractor shall be able to receive orders placed through customer service by phone, email, or in person.

4.2 Deliveries/Packaging

The Contractor shall:

- 4.2.1 Deliver completed printing projects within three business days from submitting and approving the release of the order to the Contractor.
- 4.2.2 Deliver business card orders within five business days from the order date.
- 4.2.3 Deliver rush orders for printing projects within one business day from the submitted order date. A rush order is defined as an order that will need to be expedited, printed, and returned in the requested timeframe. The Contractor may charge a Rush Order Fulfillment Charge as indicated on Section 0600 – Bid Sheet.
- 4.2.4 Deliver rush orders for business cards within three business days from the order date.
- 4.2.5 Deliver orders to the address specified on the order submitted by the department. The department may provide a departmental purchase order showing appropriate delivery and billing addresses.
- 4.2.6 Furnish shipping containers appropriate for the printing project request that is of sufficient

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strength and construction to protect the contents under ordinary conditions and handling.

4.2.7 Pack the products into suitable shipping containers.

4.2.7.1 Include cardboard dividers to prevent shifting in the container, as needed or as requested by the City.

4.2.7.2 Each container shall not exceed 45 pounds when fully packed.

4.2.7.3 Label each carton with the purchase release number, name of work, requesting department, department address and name of contact person.

4.2.8 Provide finished size/packaging, for business cards in trim-square, occasional +/- 1/64" variation. Each name order shall be boxed individually with a printed card on outside of box for easy identification and distribution.

4.3 Work Quality

4.3.1 Late Deliveries –The Contractor shall not deliver regular jobs late; three late deliveries in a month's time may result in escalated corrective actions.

4.3.2 Failure to Replace Defective Goods – The Contractor shall not deliver poor quality products or fail to replace poor quality products with an acceptable quality product within one business day (or at a time mutually agreed to between the Contractor and the requesting department). Three occurrences during the term of the contract may result in escalated corrective actions.

4.3.3 Poor Quality – The Contractor shall not deliver poor quality products. Three occurrences in a month's time may result escalated corrective actions, even if replaced with acceptable quality products.

4.4 Artwork files

The Contractor agrees that all artwork created as a deliverable under this contract shall be work made-for-hire and the Contractor shall relinquish, transfer, and assign all rights of the property to the City. The City shall retain ownership and property rights to the artwork provided to the Contractor for use in executing requests in this contract. The Contractor shall not use City artwork for any other purposes unless specifically directed by the City.

The Contractor shall:

4.4.1 Return all City artwork or project files to the requesting department upon delivery of work. No payments shall be made until all associated artwork/files are returned/provided to the City.

4.4.2 Be responsible for advising requesting departments prior to beginning service if the artwork/files furnished to Contractor are of an inferior quality and will not meet industry quality standards.

4.4.3 Design services upon request by the department. The City anticipates most print jobs will not require design services from the Contractor.

4.4.3.1 Final design work will become property of the City and shall be transferred to the City in the acceptable electronic format requested by the department or, if not indicated by the department, in an electronic format that meets or exceeds industry standards. (See Section 0400-Supplemental Purchase Provisions-"Ownership and Use of Deliverables".)

4.4.3.2 Final design work shall not be made available to any other customer, person, or

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company/firm that is outside of the awarded contract.

- 4.4.4 Have the ability to print directly from digital originals or digital data files.
- 4.4.5 Perform printing to meet industry standards or as defined in ISO 12647 Graphic technology - Process control for the production of half-tone color separations, proof and production prints -- Part 1 through 8.

5. Flat Sheet Printing Requirements

The Contractor shall:

- 5.1 Provide flat sheet printing services to include, but not limited to the following services:
 - 5.1.1. Black/white and color copying/printing services
 - 5.1.2. Finishing/Binding: Plastikoil, GBC, Tape, Perfect or Booklet.
 - 5.1.3. Collating/stapling up to a maximum of 70 originals, with one or two staples, as requested.
 - 5.1.4. Drilling with two or three 1/4" to 5/16" diameter holes.
 - 5.1.5. Folding to size, one, two or three folds per sheet, in any standard fold (i.e., single, French, letter, accordion, half accordion and gatefold).
- 5.2 Have the ability to print on one side or two sides (head to head or head to foot) of the printing stock in black or color ink.
- 5.3 Be able to provide the stock, quantity, work details, as indicated on each order as provided by the department.

6. Envelopes Requirements

The Contractor shall:

- 6.1. Provide printing services for envelopes purchased through the Contractor or envelopes directly provided by the City.
- 6.2. Provide printing on envelopes with or without windows, in various sizes, and various colors as requested by the department.
- 6.3. Provide envelope printing services in color or black and white as requested by the department.

7. Forms Requirements

The Contractor shall:

- 7.1. Provide forms printing services as needed in various quantities and in various size packs ranging from 25-200 forms per pack. The department will provided a sample form or, for new forms, a mock or draw up of the form prior to printing.
- 7.2. Not keep stock of any of the City's forms. All forms shall be printed on demand
- 7.3. Obtain final proof approval from the department prior to printing.

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- 7.4. Shrink wrap, box, and or pad forms in individual packages.
- 7.5. Provide assistance and/or design services (upon request) to departments requiring revisions of existing forms.

8. Business Card Requirements

The Contractor shall:

- 8.1. Provide 3.5" x 2" business cards, unless otherwise requested by the department.
- 8.2. Provide business cards on Neenah Paper, Environment, PC 100 White 80# cover weight. This card stock is recycled fine paper (100% post-consumer when available), or approved equivalent.
- 8.3. Provide soy-based ink, or approved equivalent.
- 8.4. Create a business card shell for each type of logo, preprinted with PMS colors, as per samples and overprinted as requested by department.
- 8.5. Provide shell proofs online at no charge for the requestor to review prior to placing the order.
 - 8.5.1. All new shell proofs must be approved by the City's Public Information Office (512) 974-7270.
 - 8.5.2. Provide revisions to the shell proofs at no additional charge to the City.
- 8.6. Provide all shells in a transferrable electronic format to the City, upon close out of this contract.
- 8.7. Provide business card shells for this contract within 21-days from the contract award date to the City for approval.
- 8.8. Provide business cards to be ordered in lots of 250 each, 500 each, or as mutually agreed to between the Contractor and City.

9. Seals and Logos Requirements

The Contractor shall:

- 9.1. Provide new or additional seals, logos, or requested changes as needed by the departments. A one-time setup charge for any new or additional seal, logo, or changes may be charged in addition to the contractual charge for a like printed item (one color, two colors, etc.).
- 9.2. Set-up cost for any new artwork shall not include text changes. Cost shall apply only to new shells for seals, logos, and/or format changes of artwork.
- 9.3. All changes shall be approved in writing by the department. The requesting department will be responsible for obtaining and submitting this approval with the request for new artwork.

10. City's Responsibilities

The City will:

- 10.1. Provide all necessary digital art for logos and seals.
- 10.2. Provide the Contractor with a list of departmental contacts.
- 10.3. Provide the Contractor with a list of personnel authorized to place orders.

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- 10.4. Provide the Contractor with artwork as needed for special projects in the format requested. All artwork remains the property of the City of Austin.
- 10.5. Provide a list of users needing logins to the online ordering system.
- 10.6. Provide a list of users who can perform online access changes.
- 10.7. Reserves the right to reject any printing deemed unsatisfactory by the respective department at no additional cost to the City.
- 10.8. Review Contractor quotes and provide a purchase order authorizing the Contractor to begin the printing projects.

11. Deliverables

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Online Ordering System	Contractor shall provide and maintain an online order system.	Within 1 Week of Contract Award	100% Compliance	4.1.1.
Late Deliveries	No more than 3 late deliveries in a month	Monthly	Less than 3 Late Orders per Month	4.3.1.
Defective Goods	No more than 3 defective orders deliveries during the contract term. Defective orders shall be replaced in 1 day.	Contract Term / 1 Day replacement	Less than 3 Defective Deliveries per Contract Term	4.3.2.
Poor Quality	No more than 3 deliveries with poor quality in a month	Monthly	Less than 3 poor quality orders per Month	4.3.3.
Returned Artwork	Return all original, modified, and created artwork with the printing deliverables	Per order	100% Compliance	4.4.1.

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SECTION 8 (CITY OF AUSTIN FLAT SHEET ORDERING PORTAL)	



Jonathan Dalchau
Senior Buyer
City of Austin Municipal Building
124 W 8th Street RM 308
Austin, Texas 78701

April 12, 2016

Dear Mr. Dalchau:

As a HUB and MBE certified vendor, PrintMailPro.com is pleased to offer this bid in response to the City of Austin's IFB # JXP0103REBID for the printing and processing of collection notices and envelopes. We accept the terms and conditions as stated in this IFB and agree to comply and exceed the minimum requirements.

Our expertise with high volume printing and mailing services coupled with a progressive business strategy enables us to offer a wide range of services and products that meet and exceed the requirements laid out in the IFB. Our ability to perform these services is backed by a meticulous quality control system and more than 35 years of experience as a provider of printing and mailing services.

Our offer is valid for 120 days from this date.

We are available to provide further information and to answer any questions you may have. Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in blue ink that reads 'Keith Daboub'.

Keith Daboub
President/CEO
PrintMailPro.com



Dear Ms. Rodriguez,

PrintMailPro has taken the initiative to compile surveys during the printing contract years of 2013 and 2016. These surveys were sent to City of Austin purchasers with the purpose of receiving feedback relating to our printing and mailing services. We received an overwhelming amount of positive marks and comments regarding the above mentioned services in both instances. These are the types of remarks we strive for in every transaction and we will continue to provide exceptional customer service to all City of Austin employees. Our customer service, print quality, use of economically efficient products, and all other aspects of our business will all continue to thrive as we adapt to new concepts and technologies. We take great pride in providing exceptional service to our customers and have included responses that we received from City of Austin purchasers in both 2013 and 2016 for your review.

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, June 08, 2016 11:12:22 AM**Last Modified:** Wednesday, June 08, 2016 11:13:04 AM**Time Spent:** 00:00:41**PAGE 1****Q1: Your feedback willtake your experience with us to the next level.**

My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Almost Always
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

Thanks to Spenser in particular, he really saved the day!

Q3: Update Your Contact Information With Us.

Respondent skipped this question

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, June 08, 2016 11:13:55 AM**Last Modified:** Wednesday, June 08, 2016 11:15:44 AM**Time Spent:** 00:01:49

PAGE 1

Q1: Your feedback willtake your experience with us to the next level.


My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

I have dealt with many contractors in working for the City more than 19 years, this is one of the best! PrintMailPro has done outstanding work for our department over the years! Thanks!!

Q3: Update Your Contact Information With Us.

Respondent skipped this question



COMPLETE

Collector:

Web Link 1 (Web Link)

Started:

Wednesday, June 08, 2016 11:30:40 AM

Last Modified:

Wednesday, June 08, 2016 11:31:55 AM

Time Spent:

00:01:15

PAGE 1

Q1: Your feedback willtake your experience with us to the next level.

My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

Respondent skipped this question

Q3: Update Your Contact Information With Us.

Name	Maria Ramon
Address	15 Waller St.
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78702
Email Address	maria.ramon@austintexas.gov
Phone Number	maria.ramon@austintexas.gov

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, June 08, 2016 12:37:35 PM**Last Modified:** Wednesday, June 08, 2016 12:38:17 PM**Time Spent:** 00:00:42**PAGE 1****Q1: Your feedback willtake your experience with us to the next level.**

My projects are printed & assembled correctly.	Almost Always
My questions receive timely responses.	Almost Always
Printing & finishing is high quality.	Almost Always
My orders are delivered on time.	Almost Always
I can reach the staff when I need to.	Almost Always
The prices are a good value.	Almost Always
I receive outstanding customer service.	Almost Always
I recommend PrintMailPro to others.	Almost Always

Q2: Tell us about your experience and how we can serve you better.*Respondent skipped this question***Q3: Update Your Contact Information With Us.***Respondent skipped this question*

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, June 08, 2016 1:30:01 PM**Last Modified:** Wednesday, June 08, 2016 1:32:43 PM**Time Spent:** 00:02:41

PAGE 1

Q1: Your feedback willtake your experience with us to the next level.

My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Almost Always
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Almost Always
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

Requests for quotes took a while. Once the order was placed, everything was good.

Q3: Update Your Contact Information With Us.

Name	Sandra Lackey
Address	7201 Levander Loop, Bldg C
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78702
Email Address	sandra.lackey@austintexas.gov
Phone Number	512-972-5220

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Thursday, June 09, 2016 1:38:48 PM**Last Modified:** Thursday, June 09, 2016 1:41:29 PM**Time Spent:** 00:02:40

PAGE 1**Q1: Your feedback willtake your experience with us to the next level.**

My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Every Time
I receive outstanding customer service.	Every Time

Q2: Tell us about your experience and how we can serve you better.

I'm new to Print Pro. I have been learning my way around with the help of Spenser. He responds quickly and makes sure the print requests are accurate to what I need.

Q3: Update Your Contact Information With Us.

Name	Selena Martinez
Email Address	selena.martinez@austintexas.gov

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Monday, June 13, 2016 12:02:29 PM**Last Modified:** Monday, June 13, 2016 12:06:22 PM**Time Spent:** 00:03:53

PAGE 1

Q1: Your feedback willtake your experience with us to the next level.

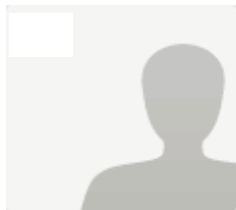
My projects are printed & assembled correctly.	Almost Always
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Almost Always
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

My only complaint is that the prices on the WebPortal do match what shows up in the invoice. Since we have to request a DO # ahead of time from Purchasing, it's a problem when the final invoice we receive does not match the original order. Last time the discrepancy was \$.09, but the invoice we submit for payment must match the DO# exactly, so had to request an adjusted invoice.

Q3: Update Your Contact Information With Us.

Name	Lisa Wolverton
Address	7201 Levander Loop, Bldg. A
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78702
Email Address	lisa.wolverton@austintexas.gov
Phone Number	512-978-0544

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Tuesday, June 14, 2016 9:45:44 AM**Last Modified:** Tuesday, June 14, 2016 9:47:56 AM**Time Spent:** 00:02:12

.254

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Q1: Your feedback willtake your experience with us to the next level.

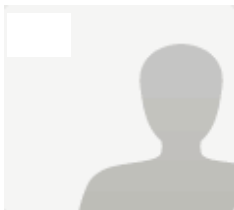
My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

if boxes could auto-populate, it would be nice not to have to re-type information.

Q3: Update Your Contact Information With Us.

Name	Becky Nagel
Address	3600 Presidential Blvd., Suite 411
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78719
Email Address	becky.nagel@austintexas.gov
Phone Number	(512) 530-6614

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, July 13, 2016 3:38:30 PM**Last Modified:** Wednesday, July 13, 2016 3:40:01 PM**Time Spent:** 00:01:31

PAGE 1

Q1: Your feedback willtake your experience with us to the next level.

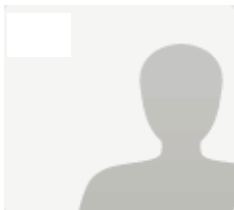
My projects are printed & assembled correctly.	Almost Always
My questions receive timely responses.	Almost Always
Printing & finishing is high quality.	Almost Always
My orders are delivered on time.	Almost Always
I can reach the staff when I need to.	Almost Always
The prices are a good value.	Almost Always
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

Spenser is great to work with.

Q3: Update Your Contact Information With Us.

Name	Tiffany Hodge
Address	PO Box 1088
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78767
Email Address	tiffany.hodge@austintexas.gov
Phone Number	5129749036

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, July 13, 2016 4:07:12 PM**Last Modified:** Wednesday, July 13, 2016 4:10:38 PM**Time Spent:** 00:03:26

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Q1: Your feedback will take your experience with us to the next level.

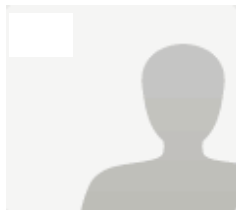
My projects are printed & assembled correctly.	Almost Always
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Almost Always
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Almost Always
The prices are a good value.	Almost Always
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Almost Always

Q2: Tell us about your experience and how we can serve you better.

Spenser Boller was prompt in helping get a problem order resolved, and never left me feeling concerned that I would not have my product when needed. He follows up and follows through- that's what I need!

Q3: Update Your Contact Information With Us.

Name	Michael Wheat
Address	800 Guadalupe St.
City/Town	Austin
State/Province	TX
ZIP/Postal Code	78701
Email Address	michael.wheat@austintexas.gov
Phone Number	5129747465

**COMPLETE****Collector:** Web Link 1 (Web Link)**Started:** Wednesday, July 13, 2016 4:34:55 PM**Last Modified:** Wednesday, July 13, 2016 4:35:56 PM**Time Spent:** 00:01:00**PAGE 1****Q1: Your feedback willtake your experience with us to the next level.**

My projects are printed & assembled correctly.	Every Time
My questions receive timely responses.	Every Time
Printing & finishing is high quality.	Every Time
My orders are delivered on time.	Every Time
I can reach the staff when I need to.	Every Time
The prices are a good value.	Every Time
I receive outstanding customer service.	Every Time
I recommend PrintMailPro to others.	Every Time

Q2: Tell us about your experience and how we can serve you better.

I've had nothing more than excellent experiences. They truly care for their customers and it shows in their production process.

Q3: Update Your Contact Information With Us.

Respondent skipped this question

Customer Comments 2013

Benjamin Bloodworth : City of Austin

The staff at PrintMailPro is always professional and courteous. There have been several times when we needed a project completed in a timely, if not rushed, manner. I am constantly impressed with the quality and punctuality of the staff and products they provide. I will continue to use and recommend PrintMailPro for all my printing needs. Thank you

Claudia Rodriquez : City of Austin

Sales is very responsive, but office staff could improve on response time.

Debbie Tucker : City of Austin

Troy Storm was great to work with!! The printing went well without any issues. We appreciated his great customer service.

Jill Goodman : City of Austin

Love working with you guys. Just a thought...since we have a contract with you, can you roll in the postage costs for bulk mailing?

Lisa Wolverton : City of Austin

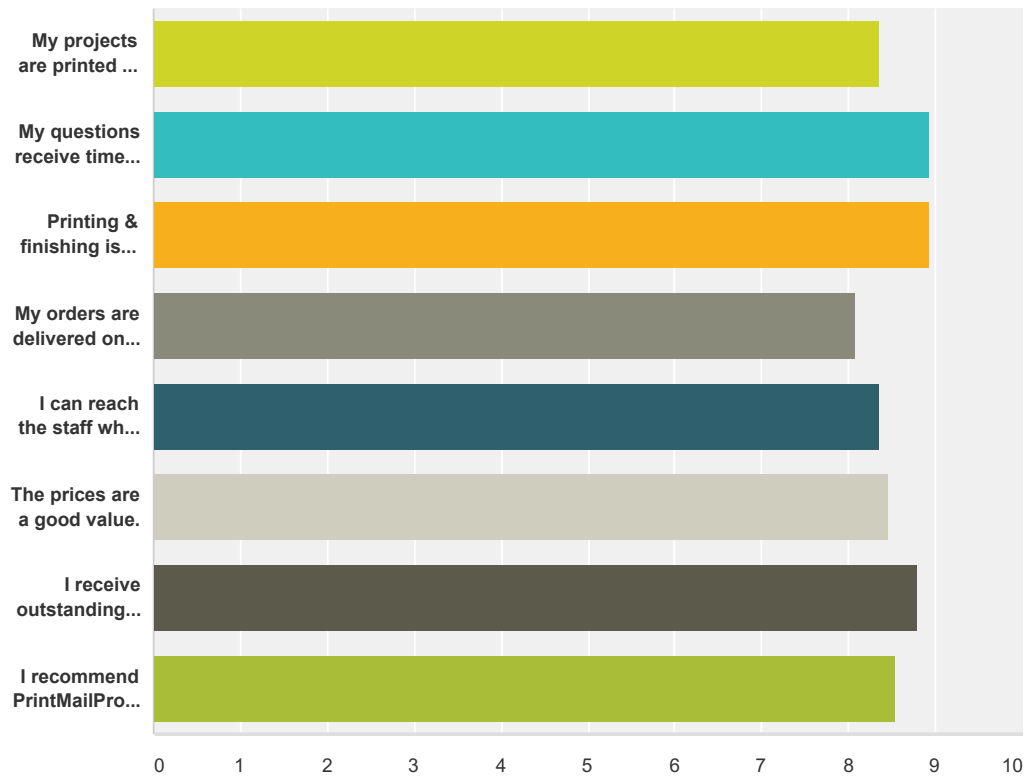
I certainly do recommend PrintMailPro to other ASO staff for printing projects, but of course do not recommend it to anyone outside of the City. I have been very happy with my interactions with staff there, especially Troy Storm, who has always been most friendly & helpful.

Rich Barbaria : City of Austin

Great job!!

Q1 Your feedback willtake your experience with us to the next level.

Answered: 14 Skipped: 0



	Never	Not Always	Usually	Almost Always	Every Time	Total	Weighted Average
My projects are printed & assembled correctly.	0.00% 0	0.00% 0	7.14% 1	42.86% 6	50.00% 7	14	8.36
My questions receive timely responses.	0.00% 0	0.00% 0	0.00% 0	35.71% 5	64.29% 9	14	8.93
Printing & finishing is high quality.	0.00% 0	0.00% 0	0.00% 0	35.71% 5	64.29% 9	14	8.93
My orders are delivered on time.	0.00% 0	7.14% 1	7.14% 1	35.71% 5	50.00% 7	14	8.07
I can reach the staff when I need to.	0.00% 0	0.00% 0	7.14% 1	42.86% 6	50.00% 7	14	8.36
The prices are a good value.	0.00% 0	0.00% 0	7.69% 1	38.46% 5	53.85% 7	13	8.46
I receive outstanding customer service.	0.00% 0	0.00% 0	7.14% 1	28.57% 4	64.29% 9	14	8.79
I recommend PrintMailPro to others.	0.00% 0	7.69% 1	0.00% 0	30.77% 4	61.54% 8	13	8.54

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	PrintMailPro.com	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;">Yes</div>	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center;">Yes</div>	No

SUBCONTRACTOR(S):

Name of Local Firm	No Subcontractors will be utilized	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	No Subcontractors will be utilized	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name PrintMailPro.com

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- | | |
|---------------------------|--|
| 1. Company's Name | <u>City of Austin Resource Recovery</u> |
| Name and Title of Contact | <u>Angela Bryant, Administrative Specialist</u> |
| Project Name | <u>Bulk and Brush Weekly Direct Mail Notifications</u> |
| Present Address | <u>4108 Todd Ln</u> |
| City, State, Zip Code | <u>Austin, TX 78744</u> |
| Telephone Number | <u>(512) 974-1928</u> Fax Number <u>()</u> |
| Email Address | <u>Angela.Bryant@austintexas.gov</u> |

- | | |
|---------------------------|--|
| 2. Company's Name | <u>City of Austin Central Purchasing</u> |
| Name and Title of Contact | <u>Mike Benson, Chief Administrative Officer</u> |
| Project Name | <u>City of Austin Flat Sheet Printing</u> |
| Present Address | <u>124 W. 8th Street, Suite 310</u> |
| City, State, Zip Code | <u>Austin, TX 78701</u> |
| Telephone Number | <u>(512) 974.2032</u> Fax Number <u>()</u> |
| Email Address | <u>Mike.Benson@austintexas.gov</u> |

- | | |
|---------------------------|---|
| 3. Company's Name | <u>Austin Water/Public Information Office</u> |
| Name and Title of Contact | <u>Kay Owens</u> |
| Project Name | <u>City of Austin Business Card Contract and Flat Sheet</u> |
| Present Address | <u>625 E. 10th Street, Suite 300</u> |
| City, State, Zip Code | <u>Austin, TX 78701</u> |
| Telephone Number | <u>(512) 972-0148</u> Fax Number <u>()</u> |
| Email Address | <u>Kay.Owens@austintexas.gov</u> |

Section 0700: Reference Sheet

Responding Company Name PrintMailPro.com

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

- | | |
|---------------------------|---|
| 1. Company's Name | <u>Austin Public Library</u> |
| Name and Title of Contact | <u>Michael Wheat, Graphic Designer</u> |
| Project Name | <u>City of Austin Business Card Contract and Flat Sheet</u> |
| Present Address | <u>635 N. Pleasant Valley Road</u> |
| City, State, Zip Code | <u>Austin, TX 78702</u> |
| Telephone Number | <u>(512) 974-7465</u> Fax Number <u>()</u> |
| Email Address | <u>Michael.Wheat@austintexas.gov</u> |

- | | |
|---------------------------|--|
| 2. Company's Name | <u>Austin Fire Department</u> |
| Name and Title of Contact | <u>Michelle Tanzola, Public Information & Marketing Manger</u> |
| Project Name | <u>City of Austin Flat Sheet Printing</u> |
| Present Address | <u>4201 Ed Bluestein Blvd</u> |
| City, State, Zip Code | <u>Austin, TX 78721</u> |
| Telephone Number | <u>(512) 974-0151</u> Fax Number <u>()</u> |
| Email Address | <u>Michelle.Tanzola@austintexas.gov</u> |

- | | |
|---------------------------|---|
| 3. Company's Name | <u>Commemorative Brands, Inc.</u> |
| Name and Title of Contact | <u>Sheila Foulk, Supervisor</u> |
| Project Name | <u>Flat Sheet Printing & Mailing Services</u> |
| Present Address | <u>7211 Circle S Road</u> |
| City, State, Zip Code | <u>Austin, TX 78745</u> |
| Telephone Number | <u>(512) 440-2558</u> Fax Number <u>()</u> |
| Email Address | <u>Sheila.Foulk@balfour.com</u> |

Section 0835: Non-Resident Bidder Provisions

Company Name PrintMPro, LTD. DBA PrintMailPro

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: CRR0208

PROJECT NAME: Citywide Printing Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

PrintMailPro

Company Name

Keith Daboub, CEO

Name and Title of Authorized Representative (Print or Type)



09/13/2016

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER: CRR0208
PROJECT NAME: Citywide Printing Services

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	PrintMailPro		
Address	2500 McHale CT STE 100		
City, State Zip	Austin, TX 78758		
Phone Number	512-821-9000	Fax Number	512-821-9004
Name of Contact Person	Keith Daboub		
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Keith Daboub

Name and Title of Authorized Representative (Print or Type)

Keith Daboub

Signature

09/13/2016

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____



**ADDENDUM
INVITATION FOR BID
CITYWIDE PRINTING SERVICES
CITY OF AUSTIN, TEXAS**

IFB: CRR0208

Addendum No: 1

Date of Addendum: August 30, 2016

This addendum is to incorporate the following changes to the above-referenced solicitation.

1.0 Questions and Answers.

(Q1) Can you provide the prior bid tabulation for IFB CRR0208? Can you send me the current contract pricing from the incumbent?

(A1) This solicitation is a combination of several contracts. Attached are the bid tabs from some of the contracts with bid lines that have been merged into this solicitation.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

A handwritten signature in blue ink, appearing to read "Jonathan Dalchau".

Jonathan Dalchau, Senior Buyer Specialist
Purchasing Office

8/30/2016
Date

ACKNOWLEDGED BY:

Print Mail Pro

Vendor Name

A handwritten signature in blue ink, appearing to read "Kathy Dahl".

Authorized Signature

9-14-16
Date

RETURN A COPY OF THIS ADDENDUM
to the Purchasing Office, City of Austin, Texas with your bid.
Failure to do so may constitute grounds for rejection of your bid.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: CRR0208

Addendum No: 2

Date of Addendum: 09/02/2016

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

I.1 Section 3.1.2 of the Section 0500-Scope of Work, currently reads:

3.1.2 Have and operate a full-time, permanent business address located within the Austin city limits with the ability to be reached by email and telephone.

This has been changed to the following and a revised Section 0500-Scope of Work has been added: 3.1.2 Have and operate a full-time, permanent business address located within 30 miles of the State of Texas Capitol, with the ability to be reached by email and telephone.

II. Questions:

Q1. Can you provide artwork photos for the colored artwork only or provide the ink colors – PMS colors?

A1. We will have samples available at the Pre-Bid meeting on September 7, 2016.

Q2. For the business cards, are you requesting pricing for 5,000 boxes of 250 each?

A2: Yes.

Q3: For the envelopes, are you requesting pricing for 500 boxes estimated annual quantity of 500 in a box?

A3: Yes.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:

Claudia Rodriguez

Claudia Rodriguez, Sr. Buyer
Purchasing Office, (512) 974-3092

9/2/16
Date

ACKNOWLEDGED BY:

Keith Daboub

Name

Keith Daboub

Authorized Signature

9-14-16

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: CRR0208

Addendum No: 3

Date of Addendum: 09/12/16

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Questions:

Q1. Please provide the pricing for the current contract.

A1. See the attached price sheet for the existing printing service contract.

II. Extension: The proposal due date is hereby extended until Thursday, September 15, 2016 at 2:00PM.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Claudia Rodriguez
Claudia Rodriguez, Sr. Buyer
Purchasing Office, (512) 974-3092

9/12/16
Date

ACKNOWLEDGED BY:

Print Mail Pro
Name

Kenton Smith
Authorized Signature

9-14-16
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

1.3

Applications & Infrastructure

Our business continuity and disaster recovery plan relies on the principles of repetition and independence. Our primary facility in Austin, Texas is replicated by our secondary facility in Dallas, Texas in all critical phases of business. This ensures that in the extreme case of a complete closure of our primary facility, our secondary facility will respond immediately with more than enough capacity. Its independent location, more than 150 miles from our primary site, ensures that any natural or manmade disasters occurring within the city of Austin, will not affect its operation.

	Austin Facility	Dallas Facility
Inserting Equipment		
High Speed Automated Inserters w/batch counters	11	8
High Speed Intelligent Inserters w/batch counters	3	3
Folding Equipment		
High Speed Industrial Folders w/Digital Counters	5	7
Printing Equipment		
Black and White	6	4
Color	4	4
Postage Metering Equipment		
Desktop	3	2
Inserters	4	7
High-Speed Presort Equipment	1	1
Onsite Data Backup Center	✓	✓
Duplicated Presort Software	✓	✓
Duplicated Accounting Software	✓	✓
Facility's Environmentally Controlled Space	50,000 sf.	40,000 sf.



Dear Ms. Rodriguez,

The current contract between PrintMailPro and the City of Austin allows employees of the city to order business cards & flat sheet forms through an online portal. This portal was set up by PrintMailPro and can be accessed using www.printmailpro.com/coa (for business cards) or www.printmailpro.com/fsp (for flat sheet printing). Employees of the city are able to upload all information and are provided with an automatic electronic proof. The electronic proof will ensure that the purchaser is going to receive exactly what they had requested. This system is currently in place and we will continue to use it for future business card orders. In this section you will find a walk-through for the Business Card Ordering Portal.



Business Card Online Ordering Instructions

Use the following instructions for ordering
city of Austin business cards

Updated 082012



**Before beginning, be sure you have your DO for this order.
The business card portal does not accept credit cards.
Orders cannot be processed without a DO.**

Log In

1. <http://printmailpro.com/coa>

(We recommend bookmarking this site address on your browser)

STEP 1

Create a Security Question, Change Password

You will be prompted to choose a security question from the drop down menu. This is in case you lose your password. Save and continue after filling it out.

STEP 2

Change your password when you login as the password above is a generic one. Click on "My Profile" in the upper right hand corner to change your password.

If you lose your password, you can create a new one any time by going to the site and clicking "Forgot My Password" under the Sign In boxes.

Continued >>

Choose the template

1. Choose the business card template from the catalog. Some departments have more than one template to choose from.
2. Click on the blue lettering or the card image to access the template.
3. Putting your mouse on the card image with launch a larger preview.



STEP 3

Typing Spanish Characters

On the next page you will enter the information for your business cards. Some names have special characters. The graphic below describes the key board shortcuts for Spanish characters.

To produce	Press
á, é, í, ó, ú, ý Á, É, Í, Ó, Ú, Ý	CTRL + ' (APOSTROPHE) then the vowel
ñ Ñ	CTRL + SHIFT + ~ (TILDE) then the letter n
ö Ö	CTRL + SHIFT + : (COLON) then the letter o
¿	ALT + CTRL + SHIFT + ? (all at the same time)
¡	ALT + CTRL + SHIFT + ! (all at the same time)

Continued >>

Filling in the information

1. Fill in the white boxes with the information corresponding to the labels. You do not need to fill in all of the boxes, only the ones you need. Empty boxes will not create empty spacing on the business card.

IMPORTANT: Label your phone numbers (Phone, Fax, Cell, Etc.)

Labels are not automatically added.

2. Click the “Proof My Card” button when done entering information. This is your card proof. This is *exactly* how your card will print. To revise the information, enter changes and click “Proof My Card” again.
See **RECOMMENDED** below for proofing process recommendation.
3. Choose quantity of cards needed from drop down.
4. Click “Step 3: Add to Cart” to continue to the next step.

Version This Product

*Required Fields

STEP 1: Enter Your Information Below.

****You Must Type in Your Phone Number Labels. They are not automatically added.****

NOTE: Use upper and lower case letters for information.

Division (Not Required)	Widget Collection
Address	555 North Lane Avenue <small>List your physical address, not your P.O. Box.</small>
Name	Joan Smythe
Title	Widget Supervisor <small>NOTE: Please label your phone numbers. (Phone, Fax, Cell, etc. Labels are not automatically added.)</small>
Work Number	(512) 555-5656
Cell or Other	Cell (512) 555-2323
Pager or Other	Pager (512) 555-6969
Fax	Fax (512) 555-2323
Email	j.smythe@austintexas.gov

Before adding your business card to the cart, preview your business card. To do so, click the PROOF MY CARD button. After reviewing your card, click the FINISH button.

STEP 2: To proof your card, use the green button with the white arrows. The proof is the card you will receive. **Please be sure your phone numbers are labeled.**

[Proof My Card](#)



[Basic Image View](#)

Order Information

Qty:	250	500	750	1000	5000
Total Price:	\$18.56	\$37.12	\$55.68	\$74.24	\$371.20
Lead Time:					5 Working Days

Choose quantity of cards needed from the dropdown.

Qty: 250

[STEP 3: Add to Cart](#)

RECOMMENDED

When the proof has come up, clicking “Open PDF” downloads the pdf to your desktop. Then you can send this pdf to the person who the card is for. Clicking the green “Add to Cart Button” will save the card to your shopping cart. It will stay in your cart up a week.

[Open PDF](#)



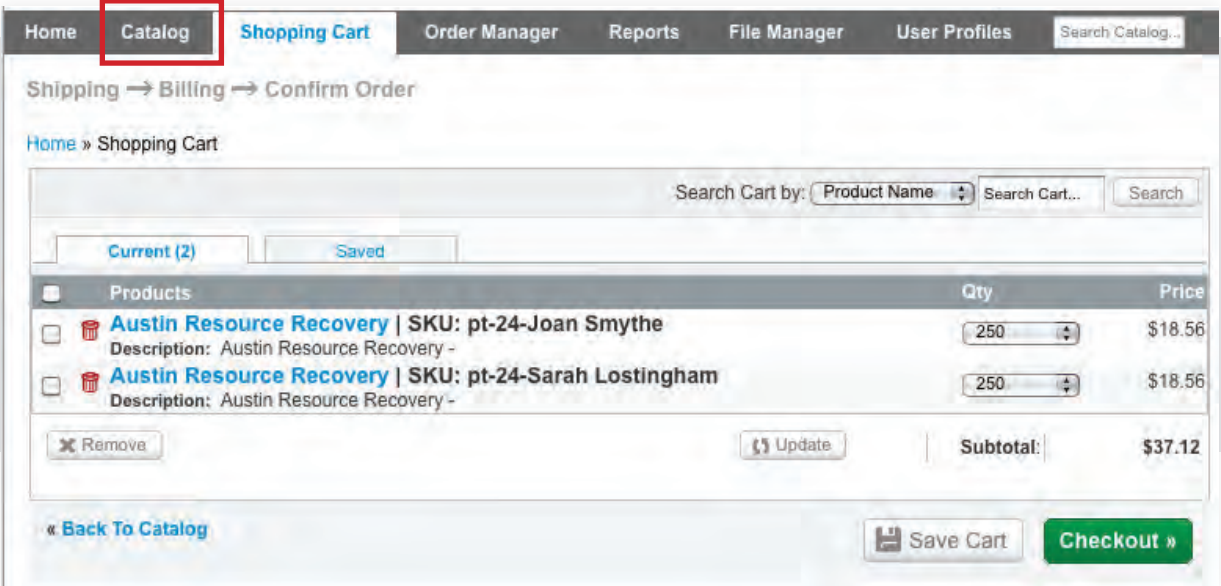
[Continued >>](#)

STEP 4

Option: Ordering more than one card at a time

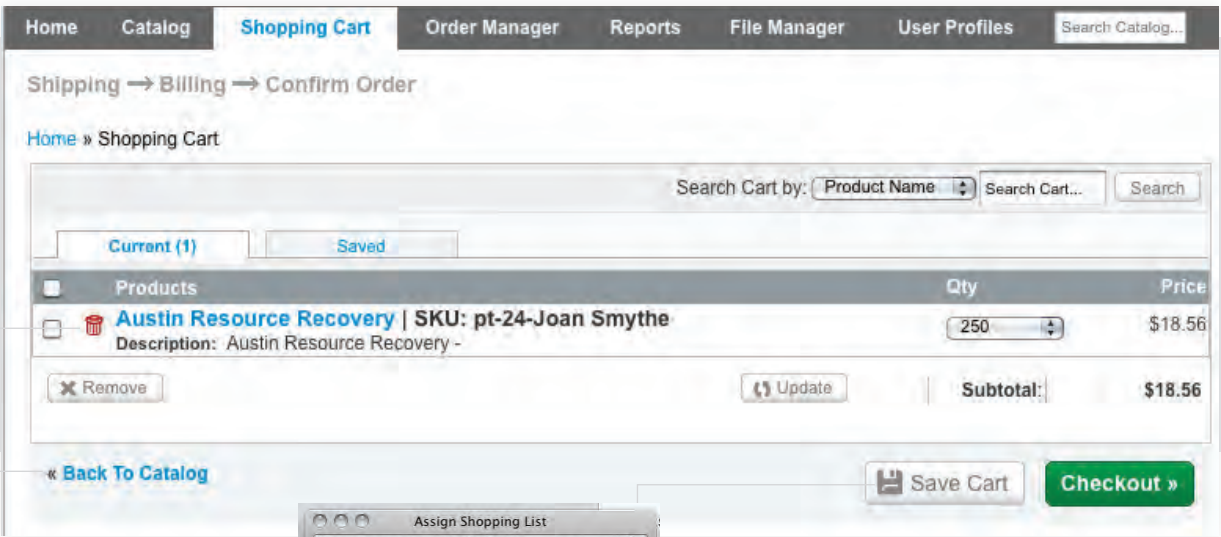
Clicking the “Catalog” button will take you back to your template catalog. You can then go back through the previous steps and enter as many cards as you need to you cart. (See example below to see a cart with more than one card order in it.)

There is no way to save the any of the information (address, phone numbers, etc) so that it will show up automatically each time. You could, however, use a “auto populate” setting in your internet browser. (As there are lots of internet programs, we do not have instructions for those settings.)



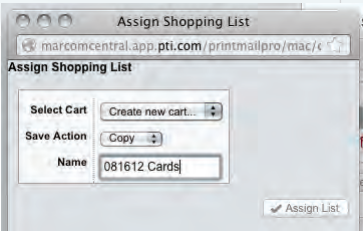
The Shopping Cart

1. Verify your information.
2. Click “Checkout”



Click to go back.

Click trash can to delete item.



This moves the selected card to the “Saved” tab above. You may log out and it will be in the saved section next time you log in.

Continued >>

OPTION

STEP 5

Shipping Address : Select

1. If you do not see your address automatically populated under “Use and Existing Address,” click “Select Address”
2. Choose your address from the options in blue.
3. You are returned to the Shipping screen.

Shipping Address

Resource

All

Search

View: Items per page: 25

Displaying 1-11 of 11 Page 1 / 1

Description	Company	Addr1	City	State	Zip	Country
Austin Resource Recovery-3810 Todd	Austin Resource Recovery	3810 Todd Lane	Austin	TX	78744	
Austin Resource Recovery-3810 Todd	Austin Resource Recovery	3810 Todd Lane	Austin	TX	78744	
Austin Resource Recovery-4108 Todd	Austin Resource Recovery	4108 Todd Lane	Austin	TX	78744	
Bill-Austin Resource Recovery/Accts Payable	City of Austin	City of Austin-Austin Resource Recovery/Accts Payable	Austin	TX	78767	
Bill-Human Resources Department	Human Resources Department	City of Austin-Human Resources Dept.	Austin	TX	78767	
Bill-Small and Minority Business Resources Department	Small and Minority Business Resources Department	City of Austin	Austin	TX	78721	
Ship-Austin Resource Recovery-Business Ctr	Austin Resource Recovery	2514 Business Ctr Drive	Austin	TX	78744	
Ship-Austin Resource Recovery-Rutherford	Austin Resource Recovery	1520 Rutherford Ln.	Austin	TX	78754	
Ship-Human Resources Department	Human Resources Department	505 Barton Springs Road	Austin	TX	78704	
Ship-Small and Minority Business Resources Department	Small and Minority Business Resources Department	4201 Ed Bluestein Blvd. Austin Tx 78721	Austin	TX	78721	

Shipping Address : Add Phone Number

Each department has default shipping addresses. Because each user has a different phone number, you will need to add yours.

1. Cut and paste, or type, the information from the “Use an Existing Address” area.
2. Type your phone number into the “Your Phone” box.
3. Click “Save Address” button.
4. Type in the name of the new address.
5. Save as “Default Shipping Address.”
6. Click “Save and Apply”

Continued >>

STEP 6

STEP 7

1. Verify your information
2. Click Continue

Choose Shipping Address: (All Products)

Disregard dropdown below.
All shipping is Standard.

Choose Shipping Method: (All Products)

This info will not be reviewed.
If you require attention, contact
the representative at the bottom
of the website.

To delete item, select item and click button.

If needing to change info, click Back.

 Back

Continue »

Continued >>

Billing

- 1. Verify your Billing information, change if needed, using the same methods as on the Shipping page. If the address is the same as the Shipping address, select "Use Shipping Address"
- 2. Enter Today's Date and your DO Number. >> Sample: 081612 24356780
- 3. Click Continue

Shipping → Billing → Confirm Order

☒ Use an Existing Address:

Attn : John Dough
City of Austin
City of Austin-Austin Resource Recovery/Accts Payable
P.O. Box 1088
Austin, TX 78767

Change Address

☐ Use Shipping Address
☐ Use a New Address (This order only):

Company: Austin Resource Recovery

Attn: John Dough

Addr1: 3810 Todd Lane

Addr2:

Addr3:

Your Phone: 512-555-1212

City: Austin

State: TX

Zip: 78744

Save Address

Enter today's date & D.O. Number >> SAMPLE: "060712 1254638" : 0811612 2568523

<input type="checkbox"/>	SKU	Description	Ship Method	Qty	Price
<input type="checkbox"/>	pt-24-Joan Smythe	Austin Resource Recovery -	Standard	250	18.56
<input type="checkbox"/>	pt-24-Sarah Lostingham	Austin Resource Recovery -	Standard	250	18.56
<div>Remove</div>				Subtotal:	\$37.12
				Shipping:	\$0.00
				Total:	\$37.12

To delete item, select item and click button.

If needing to change info, click Back.

Back

Continue »

STEP 9

Continued >>

7

Confirm Order Information

- 1. Verify your order information
 - 2. Items in blue can be revised
 - 3. Click “Complete Order”
- >> *Step 3 is very important. Your order has not yet been placed.* <<

Current Ship To Address

Austin Resource Recovery
Joan Smythe
3810 Todd Lane
512-555-1212
Austin, TX 78744
[\[Change\]](#)

Enter today's date & D.O. Number >> SAMPLE: "060712 1254638" :

0811612 2568523

Current Bill To Address

City of Austin
John Dough
City of Austin-Austin Resource Recovery/Accts Payable
P.O. Box 1088
Austin, TX 78767
[\[Change\]](#)

Payment Method

Purchase Order

Items

	Name	SKU	Qty	Price
1	Austin Resource Recovery	pt-24-Joan Smythe	250	\$18.56
	Description Austin Resource Recovery -	Ship Method Standard [Change]		Shipping Price \$0.00
	Ship To Joan Smythe 3810 Todd Lane Austin , TX 78744 [Change]			
2	Austin Resource Recovery	pt-24-Sarah Lostingham	250	\$18.56
	Description Austin Resource Recovery -	Ship Method Standard [Change]		Shipping Price \$0.00
	Ship To Joan Smythe 3810 Todd Lane Austin , TX 78744 [Change]			

Subtotal:

\$37.12

Shipping:

\$0.00

Total:

\$37.12

>> Click “Complete Order.” Your order has not yet been placed. <<

[Back](#)

Complete Order »

STEP 10

Continued >>

Order Summary

1. Your order has been received
2. You will receive an email confirmation shortly
3. Your cards will be delivered in 5 business days

Home » Manage Orders » Order Summary

Order Date: 8/20/2012	Purchase Order Number: 081612 1254638	print this page
Current Ship To Austin Resource Recovery John Dough 3810 Todd Lane 512-555-1212 Austin, TX 78744	Current Bill To Austin Resource Recovery John Dough 3810 Todd Lane 512-555-1212 Austin, TX 78744	
Payment Method Purchase Order		

<input type="checkbox"/>	Options	SKU	Description	Ship To	Ship Method	Qty	Price
<input type="checkbox"/>		pt-24-	Austin Resource Recovery -	Current	Standard	250	\$18.56
						Subtotal:	\$18.56
						Shipping:	\$0.00
						Total:	\$18.56

[View Detail Summary](#)

STEP 11

Template Revisions

Sometimes a department name has changed, or there is a new logo, requiring a change in the online ordering template.

1. Get approval from the head of the department for the business card to change
2. Secure a DO for the project
3. Contact PrintMailPro (at the information on the bottom of the ordering portal) to request a Template Revision.
4. There is a template revision fee required by the City of Austin's contract. It is currently \$50.50. It will be applied to each template needing revision

Finished.

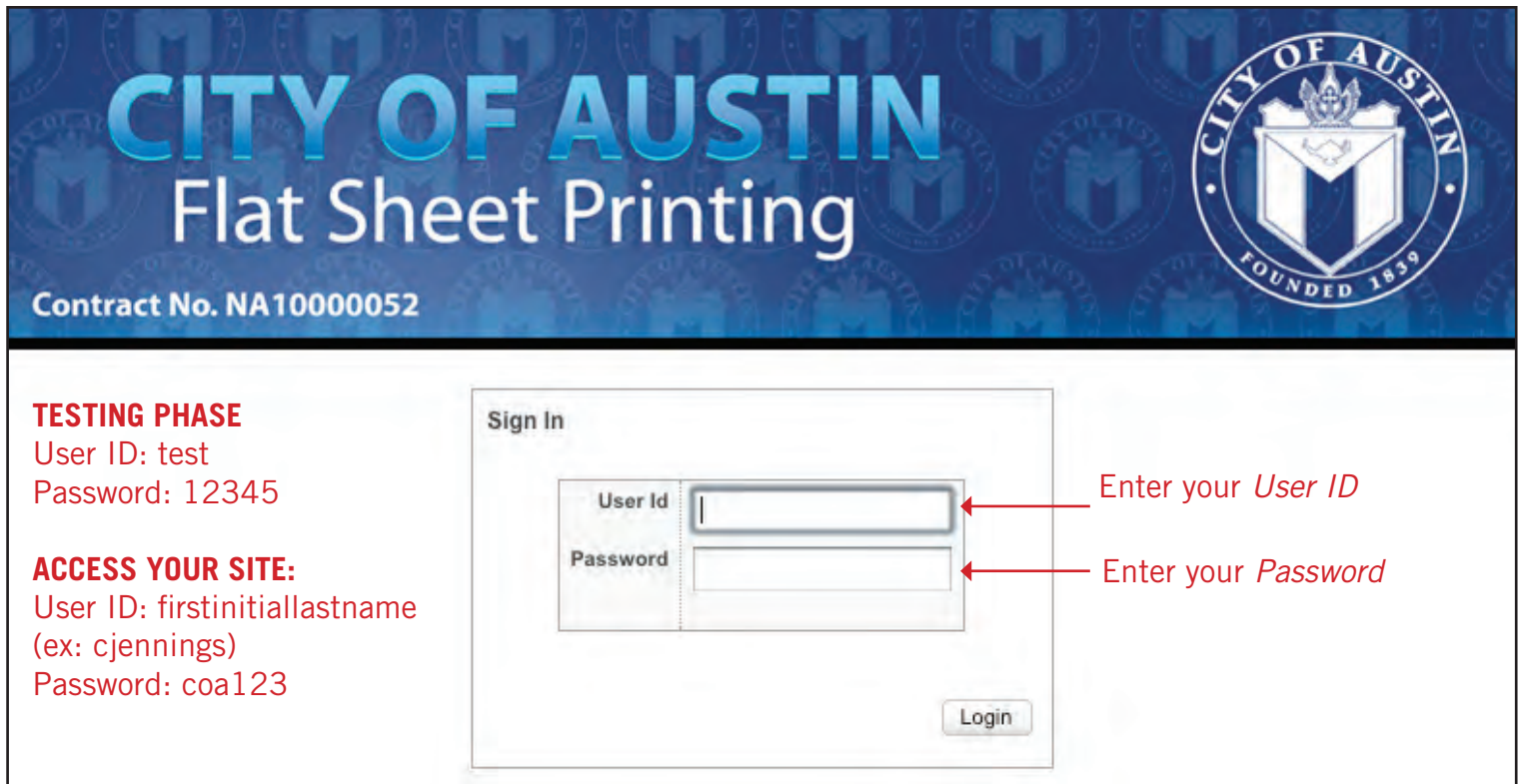


Dear Ms. Rodriguez,

The current contract between PrintMailPro and the City of Austin allows employees of the city to order business cards & flat sheet forms through an online portal. This portal was set up by PrintMailPro and can be accessed using www.printmailpro.com/coa (for business cards) or www.printmailpro.com/fsp (for flat sheet printing). Employees of the city are able to upload all information and are provided with an automatic electronic proof. The electronic proof will ensure that the purchaser is going to receive exactly what they had requested. This system is currently in place and we will continue to use it for future business card orders. In this section you will find a walk-through for the Flat Sheet Printing Ordering Portal.

1. City of Austin flatsheet portal front page

To access the City of Austin online ordering portal go to:
www.printmailpro.com/fsp



The image shows the front page of the City of Austin Flat Sheet Printing portal. The header features the text "CITY OF AUSTIN Flat Sheet Printing" in large blue and white letters, with the City of Austin seal on the right. Below the header, the contract number "Contract No. NA10000052" is displayed. The main content area is divided into two sections: "TESTING PHASE" and "ACCESS YOUR SITE:". The "TESTING PHASE" section provides test credentials: User ID: test, Password: 12345. The "ACCESS YOUR SITE:" section provides instructions for accessing the site: User ID: firstinitiallastname (ex: cjennings), Password: coa123. A "Sign In" form is located in the center, with fields for "User Id" and "Password", and a "Login" button. Red arrows point to the input fields with the text "Enter your User ID" and "Enter your Password".

CITY OF AUSTIN
Flat Sheet Printing

Contract No. NA10000052

TESTING PHASE
User ID: test
Password: 12345

ACCESS YOUR SITE:
User ID: firstinitiallastname
(ex: cjennings)
Password: coa123

Sign In

User Id

Password

Login

Enter your *User ID*

Enter your *Password*

2. Navigation page



The image shows the navigation page of the City of Austin Flat Sheet Printing portal. The header features the text "CITY OF AUSTIN Flat Sheet Printing" in large blue and white letters, with the City of Austin seal on the right. Below the header, the contract number "Contract No. NA10000052" is displayed. The navigation bar includes links for "Home", "N/A", "Submit Job", "Shopping Cart", "Order Manager", "File Manager", and a "Search Catalog..." button. The main content area contains a welcome message: "Welcome to the ordering portal! Choose your option below." Below the message are two large blue buttons: "Upload your file, get pricing, & process your order." and "Don't have an electronic file? Email for a pickup request." The top right corner of the page has links for "My Profile" and "Log Out".

CITY OF AUSTIN
Flat Sheet Printing

Contract No. NA10000052

Home N/A Submit Job Shopping Cart Order Manager File Manager Search Catalog... Search

My Profile Log Out

Welcome to the ordering portal! Choose your option below.

Upload your file, get pricing, & process your order.

Don't have an electronic file? Email for a pickup request.

3. Job Type : Simplex or Duplex

The screenshot shows a web application interface with a dark navigation bar at the top containing links: Home, N/A, Submit Job (highlighted), Shopping Cart, Order Manager, File Manager, and a search bar with the text 'Search Catalog...' and a 'Search' button. Below the navigation bar, a breadcrumb trail reads 'Home » Submit Job'. The main content area is titled 'Choose Job Type' and includes the instruction: 'Please choose one of the following job types; your selection determines the options you are given for printing:'. Below this instruction is a container labeled 'Job Types' which contains two selectable options: 'Single-Sided Sheets' and 'Double-Sided Sheets'. Each option has a 'Description' field below it.

Choose Job Type
Please choose one of the following job types; your selection determines the options you are given for printing:

Job Types

Single-Sided Sheets
Description: Simplex = one sheet, printed on one side

Double-Sided Sheets
Description: Duplex = one sheet, printed on two sides

4. Choose your Workflow

The screenshot shows the same web application interface as the previous one. The breadcrumb trail is 'Home » Submit Job'. The main content area is titled 'Please select one of the following workflows'. It features two side-by-side workflow options: 'Set Print Options' and 'Upload File'. Each option includes a descriptive paragraph, a red instruction, and a button. A vertical line with a small 'OR' box in the center separates the two options.

Please select one of the following workflows

Set Print Options
With the set print options workflow, you can obtain the price for your print job with the specific print options you choose. As you define your print options, you will see the change in the print cost instantly. Once you are satisfied with your selections, you can continue to upload your document and we will convert it to a PDF.
Choose this to get a quote and/or upload file.
Set Print Options

Upload File
With the upload file option, you can quickly and easily upload your document and we convert it to PDF. Complete the order form, Add to your Shopping Cart and place your order.
Choose this to upload a file.
Upload Job Now

OR

CONTINUED >>

5. Job Type : Simplex : Set Print Options

[Home](#) [N/A](#) [Submit Job](#) [Shopping Cart](#) [Order Manager](#) [File Manager](#)

[Home](#) » [Submit Job](#)

1) Set Print Options → 2) Upload Files → 3) Review and Order

NUMBER OF SHEETS (Simplex = one sheet one-sided, Duplex = one sheet two-sided) ← Pages in file

Printing

Job Name-Simplex

Due Date

Quantity ← How many copies you require
Minimum: 1

Printing

Orientation

☐ Please provide proof before printing

Cost: \$0.02
Continue » ← To move to cart

Media

Size

Media Category

Media Type

Finishing

Proof

Collating ← Separate files blended together after printing

Drilling ← Hole punching

Scoring ← Used on card stocks that are folded (65#, 80# cover)

Perforation ← For items needing a tear off portion

Folding ← Any folding, regardless of quantity

Laminating

Binding

Stapling one or two staples

Cutting per sheet ← Any non-standard size

Front Cover Paper Color

Back Cover Paper

Special Instructions

CONTINUED >>

6. Upload file (also Step 1 on the upload a file method. See 4. Choose your Workflow.)

Home » Submit Job

1) Set Print Options → 2) Upload Files → 3) Review and Order

Browse to your file and then upload. If you choose to convert to PDF when uploading, you will be able to proof your job onscreen. If there are any issues with your file, you will be notified immediately.

Browse...

☒ Convert file to PDF [Supported file formats](#)

Choose your file off of your computer

Hit button to upload file

7. File upload and processing

Home » Submit Job

1) Upload Files → 2) Set Print Options → 3) Review and Order

Browse to your file and then upload. If you choose to convert to PDF when uploading, you will be able to proof your job onscreen. If there are any issues with your file, you will be notified immediately.

Picture 1.tif Browse...

☒ Convert file to PDF [Supported file formats](#)

Status

Uploading: 18% Complete

8. File Information

Home » Submit Job

1) Set Print Options → 2) Upload Files → 3) Review and Order

Browse to your file and then upload. If you choose to convert to PDF when uploading, you will be able to proof your job onscreen. If there are any issues with your file, you will be notified immediately.

Browse...

☒ Convert file to PDF [Supported file formats](#)

Upload and Conversion Complete:

Attached File: [Picture 1.pdf](#)
File Size: 0.59 MB (591,872.00 bytes)
NUMBER OF SHEETS (Simplex = one sheet one-sided, Duplex = one sheet two-sided): 1
Page Size: 11.00" x 7.54"


Hit to continue →


CONTINUED >>

9. Job Info Review

1) Set Print Options → 2) Upload Files → 3) Review and Order

Job Info

Job Name-Simplex Test Sign	Drilling Two-Hole	<div>Cost: \$2.69</div> <div></div> <div>↑ To move to cart</div>
Job Description one sided sign	Scoring None	
Quantity 20	Perforation None	
Printing Color	Folding None	
Orientation Landscape	Laminating None	
Size up to 8.5x11	Binding None	
Media Category White	Stapling one or two None staples	
Media Type 65# White	Cutting per sheet No	
Proof None	Front Cover Paper Color None	
Collating none	Back Cover Paper None	



10. Shopping Cart Options



Home » Shopping Cart

☒ Thank you for adding Job Direct to your cart!

Search Cart by:

Current (1)

Saved

	Products	Qty	Price
	Job Direct SKU: Test Sign Description: one sided sign	<input type="text" value="20"/>	\$2.69
	<div>Update to apply quantity <input type="button" value="Update"/></div>		Subtotal: \$2.69

[« Back To Catalog](#)

Save cart for later

Continue

CONTINUED >>

11. Choose Shipping Info

Shipping → Billing → Confirm Order

Enter Shipping Address: (All Products)

☒ Use an Existing Address:

Attn :
Watershed Protection
505 Barton Springs Rd, 12th Floor
Austin, TX 78704

Change Address

OR

☐ Use a New Address (This order only):

Company:

Attn:

Addr1:

Addr2:

Addr3:

Addr4:

City:

State:

Zip:

Country: United States

Choose from entered addresses

Choose Shipping Method: (All Products)

Standard

Rush 2-Days

Choose shipping method

	Ship To	Ship Method	Instructions	Qty	Shipping Price
<input type="checkbox"/> Job Direct PMP Test	JobDirect Submission	Current	Standard	20	\$0.00

Remove

Recalculate

Subtotal:

Shipping:

Misc Charges:

Tax:

Total:

\$14.43

\$0.00

\$0.00

\$0.00

\$14.43

Back

Continue »

Continue

CONTINUED >>

13. Confirm Order

Shipping

Billing

Confirm Order

Current Ship To Address

Watershed Protection
505 Barton Springs Rd, 12th Floor
Austin, TX 78704
[\[Change\]](#)

D.O. Number:

pmptest

Current Bill To Address

Watershed Protection
PO Box 1088
Austin, TX 78768
[\[Change\]](#)

Items

1	<div>Name</div> <div>Job Direct</div> <div>Description</div> <div>JobDirect Submission</div> <div>Ship To</div> <div>505 Barton Springs Rd, 12th Floor Austin , TX 78704 [Change]</div>	<div>SKU</div> <div>PMP Test</div> <div>Ship Method</div> <div>Standard [Change]</div>	<div>Qty</div> <div>20</div>	<div>Price</div> <div>\$14.43</div> <div>Shipping Price</div> <div>\$0.00</div>
---	---	--	------------------------------	---

Subtotal:

\$14.43

Shipping:

\$0.00

Misc Charges:

\$0.00

Tax:

\$0.00

Total:

\$14.43

Continue

Back

Complete Order »

14. Order verification

Order Date: 8/9/2010

Current Ship To

Watershed Protection
505 Barton Springs Rd, 12th Floor
Austin, TX 78704

Purchase Order Number: pmptest

Current Bill To

Watershed Protection
PO Box 1088
Austin, TX 78768

print this page

☐ Options

SKU

Description

Ship To

Ship Method

Qty

Price

<input type="checkbox"/>		PMP Test JobDirect Submission	Current	Standard	20	\$14.43
--------------------------	--	----------------------------------	---------	----------	----	---------

Subtotal:

\$14.43

Shipping:

\$0.00

Misc Charges:

\$0.00

Tax:

\$0.00

Total:

\$14.43

View Detail Summary

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Claudia Rodriquez x43092	PM Name/Phone	Danielle Lord x42298
Sponsor/User Dept.	Citywide-All	Sponsor Name/Phone	N/A
Solicitation No	IFB CRR0208	Project Name	Citywide Printing Services
Contract Amount	\$1,790,000.00	Ad Date (if applicable)	8/29/16
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source*			
<input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement			
<input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
3 yr initial term,w/ 3, 12 month options. Citywide printing service contract for all departments. City reserves the right to award to multiple vendors based on the lowest bid. Most contractors deliver by common carrier or their company owned vehicles.			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
Flat sheet printing IFB LRC0060-No goals assigned, Business cards IFB CB30065-No goals assigned			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
100%-96600			
Claudia Rodriquez		8/9/2016	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	8/10/2016	Date Assigned to BDC	8/10/2016
In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |


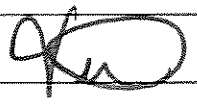
If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

7 MBE/WBE firms.

Subcontracting Opportunities Identified

NA.

Mariza Aldrete		08/10/2016	
SMBR Staff		Signature/ Date	8/15/16
SMBR Director or Designee		Date	8/17/16
Returned to/ Date:			